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# EXECUTIVE DOCUMENTS

PRINTED BY ORDER OF

## THE HOUSE OF REPRESENTATIVES

DURING THE

SECOND SESSION OF THE THIRTY-FIFTH CONGRESS,

1858-'59.

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IN THIRTEEN VOLUMES.

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MISCELLANEOUS CLAIMS.



LETTER

FROM

THE SECRETARY OF THE TREASURY,

COMMUNICATING

*A statement of payments for miscellaneous claims.*

JANUARY 4, 1859.—Laid upon the table and ordered to be printed.

TREASURY DEPARTMENT,  
December 23, 1858.

SIR: I have the honor to transmit herewith a statement prepared by the Register of the Treasury, of the expenditures of the moneys appropriated for the discharge of miscellaneous claims, not otherwise provided for and paid at the treasury, during the fiscal year ending June 30, 1858, as required by the act of March 3, 1809.

I am, very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

HON. JAMES L. ORR,  
*Speaker of U. S. House of Representatives, Washington, D. C.*

*Statement of the payments made at the treasury during the fiscal year ending June 30, 1858, for the discharge of miscellaneous claims not otherwise provided for.*

Date.	No. of warrant.	To whom paid and for what purpose.	Amount.
1857.			
July 1	4450	William F. Purcell, United States judge orphans' court District of Columbia, on account of his salary for 2d quarter 1857.....	\$250 00
	3 4623	William M. Merrick, associate justice circuit court for District of Columbia, for increased salary from the 3d of March to the 1st of July, 1857.....	330 56
	6 4642	James Dunlop, chief justice circuit court for District of Columbia, for increased salary from 3d March to 1st July, 1857.....	347 08
	4643	James S. Morsell, associate justice circuit court for District of Columbia, for increased salary from 3d March to 1st July, 1857.....	330 56
Oct. 2	8926	J. H. Alexander, commissioner under the resolution to provide for ascertaining the relative value of the coinage of the United States and Great Britain, &c., for per diem allowance, &c., from 17th June to 30th September, 1857, inclusive.....	1,190 00
1858.			
Jan. 12	9467	J. H. Alexander, commissioner, &c., for per diem allowance from 1st October to 31st December, 1857, inclusive.....	920 00
	28 9575	J. H. Alexander, commissioner, &c., for expenses incurred in connexion with said commissions.....	116 72
May 6	90	J. H. Alexander, commissioner, &c., for per diem allowance from 1st January to 31st March, 1858, inclusive.....	900 00
March 9	9782	H. M. Rice, contractor, being the unpaid balance for an amount certified to be due said Rice by the Second Auditor and Second Comptroller for expenses of removal of Winnebago Indians.....	2,192 24
May 18	142	Tench Coxe, late purveyor of supplies, for an amount due to him, as per letter of Comptroller, dated April 24, 1858.....	949 79
			<b>7,526 95</b>

F. BIGGER, *Register.*

TREASURY DEPARTMENT,  
*Register's Office, December 23, 1858.*

INSTRUCTIONS TO NAVAL COMMANDERS IN THE GULF  
OF MEXICO.

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MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

*In answer to a resolution of the House, extracts from, and copies of, the  
instructions given to our naval commanders in the Gulf of Mexico.*

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JANUARY 6, 1859.—Referred to the Committee on Foreign Affairs and ordered to be printed.

*To the House of Representatives:*

I herewith transmit to the House of Representatives a report from the Secretary of the Navy, with accompanying papers, in compliance with a resolution adopted December 23, 1858, requesting the President of the United States "to communicate to the House, if not deemed by him incompatible with the public interest, the instructions which have been given to our naval commanders in the Gulf of Mexico."

JAMES BUCHANAN.

WASHINGTON CITY, January 6, 1859.

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NAVY DEPARTMENT,  
January 4, 1859.

SIR: I have the honor to acknowledge your reference to this department of the resolution of the House of Representatives of December 23, 1858, requesting the President of the United States "to communicate to the House, if not deemed by him incompatible with the public interest, the instructions which have been given to our naval commanders in the Gulf of Mexico;" and to transmit herewith extracts from, and copies of, instructions which have been given to the commander of the home squadron during the past year, and which have not been previously laid before Congress.

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

The PRESIDENT of the United States.



[Extract.]

NAVY DEPARTMENT,  
May 5, 1858.

\* \* \* \* \*

As attempts have been made, and may be made again, by lawless persons, to set on foot within the limits of the United States military expeditions against the territories of republics with which the United States are at peace, in direct violation of the sixth section of the act of Congress approved April 20, 1818, you are instructed to avail yourself of all lawful means at your command to enforce its provisions.

American citizens have a right to travel and go where they please, when engaged in lawful pursuits, but not to violate the laws of their own or any other country. They have a right to expatriate and to become citizens of any country willing to receive them, but not to make that right a mere cloak and cover for a warlike expedition against it or its government. You are not authorized to act arbitrarily or on mere suspicion. You will not seize an American vessel, or bring her into port, or use the force under your command to prevent her landing her passengers, upon mere suspicion.

You will be careful not to interfere with lawful commerce, but when you find an American vessel is manifestly engaged in carrying on an expedition or enterprise from the territories or jurisdiction of the United States, contrary to the 6th section of the act of Congress of April 20, 1818, already referred to, you will use the force under your command to prevent it, and will not permit the men or arms engaged in it, or destined for it, to be landed. The message of the President to the Senate of January 7, 1858, to which I refer you, expresses very fully his views upon the subject, and I would direct your attention to that part of it in which he says that Commodore Paulding, in capturing General Walker and his command, after they had landed on the soil of Nicaragua, committed a grave error. It will be necessary to have a vessel look into San Juan and Aspinwall as often as other important interests will permit; and when the squadron shall have been increased it may become expedient to have vessels constantly there. \* \* \* \* \*

Very respectfully, your obedient servant,

ISAAC TOUCEY

Flag-Officer JAMES M. McINTOSH,  
*Commanding Home Squadron, Norfolk, Virginia.*

NAVY DEPARTMENT, May 10, 1858.

SIR: I have received your No. 24, dated the 7th instant, in which you say: "There is one point, however, upon which I should be pleased to receive more definite instructions, and that is, as to the capture of an American vessel, which may be suspected of carrying filibusters. Suppose I was to meet a vessel at sea, from New Orleans

or Mobile, for instance, bound for Nicaragua, having a proper clearance from the collector, list of passengers, and with all other papers regularly made out, her passengers professing to be going peaceably to reside in Nicaragua, or to the Pacific; but I find on board such persons as are well known to be leading fillibusters, or others connected with former expeditions; the men are found to bear arms, although no demonstration had been made during the passage to form them into companies, or to show that they were intended to act as fillibusters. Would the collector's clearance and other papers warrant my permitting the vessel to pass, or would the fact of these well known fillibusters being on board warrant my sending her back, notwithstanding her clearance and other papers?"

Upon a careful examination of your instructions of the 5th instant you will perceive that your inquiry has already been fully answered. You are not authorized by them to act upon mere suspicion, and the fact of bearing arms, or having been formerly connected with an unlawful expedition, cannot of itself, or both combined, amount to more than mere suspicion, or justify the seizure of a vessel in which such person has embarked as a passenger, where the vessel has the proper clearance and other regular papers.

Very respectfully, your obedient servant,

ISAAC TOUCEY.

Flag-Officer JAMES Mc McIntosh,  
*Commanding Home Squadron, Hampton Roads, Va.*

NAVY DEPARTMENT,  
June 30, 1858.

SIR: The interests of the government require the immediate presence of a naval force at the port of San Juan del Norte, to which place you will proceed with the Colorado, the Plymouth, the Saratoga, and the Dolphin, and there remain until further instructed. It is desirable that the appearance of these vessels off the harbor should be simultaneous. \* \* \* The object of this force is the protection of American citizens and their rights in that quarter.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Flag-Officer JAS. M. McINTOSH,  
*Commanding Home Squadron, Havana, Cuba.*

NAVY DEPARTMENT,  
August 1, 1858.

SIR: In compliance with the instructions to your predecessor, that there should "constantly be a man of war at Aspinwall," you will, on your arrival off San Juan del Norte, send either the Savannah or Saratoga to that place, to be relieved as the force that may hereafter be placed at your disposal will permit. \* \* \* You will be par-

ticular to instruct the commanders of the different vessels of your squadron to be vigilant in preventing the landing of unlawful military expeditions from the United States against the territories of Mexico, Nicaragua, and Costa Rica, and other republics with which the United States are at peace; and, should occasion arise, in protecting any vessel of the United States from search or detention on the high seas by the armed ships of any other power in time of peace.

Very respectfully, your obedient servant,

ISAAC TOUCEY

Flag-Officer JAS. M. McINTOSH,  
*Commanding Home Squadron, Boston.*

NAVY DEPARTMENT,  
*August 19, 1858.*

SIR: The department having already instructed you upon the subject of stationing a part of the force under your command at Aspinwall and San Juan del Norte, I consider it necessary but to simply communicate to you the desire of the President that, during the present complicated state of our relations with New Granada, Costa Rica, and Nicaragua, an adequate naval force should constantly be kept at each of the points named. You will, on your arrival at San Juan del Norte, put yourself in free communication with General Lamar, our minister at Nicaragua and Costa Rica.

On the arrival of the Jamestown at Portsmouth, New Hampshire, the department directed the commandant of the yard to have her hold broken out and cleansed, and then to prepare her for a short cruise to the eastward. But the pressing demand for the presence of the home squadron on the Central American coast, and other circumstances, may render the contemplated cruise to the eastward unnecessary or inexpedient, in which case the Jamestown, as soon as ready for sea, will be ordered by the department to join you again.

I am, respectfully, your obedient servant,

CHARLES W. WELSH,  
*Acting Secretary of the Navy.*

Flag-Officer JAMES M. McINTOSH,  
*Commanding Home Squadron; Boston.*

NAVY DEPARTMENT,  
*November 3, 1858.*

SIR: The condition of our affairs with Mexico renders it expedient that two men-of-war should cruise off the Gulf coast of that republic. It is the intention of the department so soon as the Plymouth reaches the United States to send her back to the Gulf, as a portion of the squadron under your command, or otherwise the St. Louis. You will, for the present, if the Jamestown has joined you, send the Saratoga to Tampico, and when you are able to place a vessel at San Juan del

Sur as a substitute for the Savannah, send her to Vera Cruz, with instructions for her, as well as the Saratoga, to cruise off and on in the neighborhood of those places, respectively, for the protection of the persons and property of American citizens, and to communicate with our consul at those and other Mexican ports. This will not interfere with instructions which have been previously given for you to remain at San Juan.

Very respectfully, your obedient servant,

ISAAC TOUCEY.

Flag-Officer JAMES M. McINTOSH,  
*Commanding Home Squadron,  
San Juan del Norte, Nicaragua.*

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NAVY DEPARTMENT, November 17, 1858.

SIR : Transmitted herewith, for your information, is a copy of a proclamation, recently issued by the President, in relation to illegal military expeditions or enterprises, to be set on foot in the United States, against Nicaragua. In communicating this proclamation to you the department refers to your instructions of the 5th of May, 1858, and directs you to be vigilant, to intercept at sea, and thereby prevent from landing in Nicaragua, any expedition fitted out in the United States, in violation of the 6th section of the act of Congress of April 20, 1818. You will not do this within any harbor, nor land any part of your forces for the purpose. The laws of Nicaragua now require that all persons who intend quietly to settle within her territories shall first procure a passport from her minister resident or consul general in the country from which they may emigrate. This does not apply to those passengers intending to proceed through Nicaragua, over the transit route, from ocean to ocean, but merely to settlers, and it will, in a great measure, aid you in deciding what course should be pursued.

In reply to that portion of your despatch No. 48, (the receipt of which is hereby acknowledged,) in reference to the insufficiency of the boats on the river and lake to transport the passengers that may be carried to San Juan del Norte, and your apprehension that their dissatisfaction may lead them to commit acts of violence, the department instructs you that, while you will not interfere on land, or in any harbor, for the purpose of arresting any unlawful expedition set on foot in the United States, contrary to the acts of Congress already referred to, you will, on the other hand, protect the persons and property of citizens of the United States, engaged in lawful business, against all unlawful acts of violence and oppression, to the full extent of your power.

In affording this protection to American citizens you must be guided by your best judgment and discretion.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Flag-Officer JAMES M. McINTOSH,  
*Commanding Home Squadron, San Juan del Norte, Nicaragua.*







CLEARANCE OF VESSELS AT THE PORT OF MOBILE.

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MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING

*Copies of correspondence in reference to the clearance of vessels at the port of Mobile.*

---

JANUARY 6, 1859.—Referred to the Committee on Foreign Affairs and ordered to be printed.

*To the House of Representatives :*

I herewith transmit to the House of Representatives the report of the Secretary of the Treasury, with the accompanying documents, containing the information called for by the resolution of the House of the 23d of December, 1858, concerning the correspondence in reference to the clearance of vessels at the port of Mobile.

JAMES BUCHANAN.

WASHINGTON, January 4, 1859.

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TREASURY DEPARTMENT,  
January 4, 1859.

SIR : In obedience to the resolution of the House of Representatives of the 23d of December, 1858, I have the honor to communicate herewith copies of all the correspondence between this department and the collector at the port of Mobile, in reference to the clearance of vessels.

This department is not in possession of the correspondence between the collector and parties asking clearance, called for by the latter part of the said resolution.

I have the honor to be, very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

The PRESIDENT of the United States.



*List of papers accompanying the report of the Secretary of the Treasury to the President of January 4, 1859.*

- No. 1. Collector of Mobile to the Secretary of the Treasury, April 20, 1858.
- No. 2. Secretary of the Treasury to the collector of Mobile, April 29, 1858.
- No. 3. Collector of Mobile to the Secretary of the Treasury, October 16, 1858.
- No. 4. Secretary of the Treasury to the collector of Mobile, October 25, 1858.
- No. 5. Collector of Mobile to the Secretary of the Treasury, November 9, 1858. (By telegraph.)
- No. 6. Collector of Mobile to the Secretary of the Treasury, November 9, 1858.
- No. 7. Secretary of the Treasury to the collector of Mobile, November 11, 1858. (By telegraph.)
- No. 8. Collector of Mobile to the Secretary of the Treasury, November 12, 1858, (with enclosures.)
- No. 9. Secretary of the Treasury to the collector of Mobile, November 15, 1858.
- No. 10. Collector of Mobile to the Secretary of the Treasury, November 23, 1858. (By telegraph.)
- No. 11. Secretary of the Treasury to the collector of Mobile, November 24, 1858. (By telegraph.)
- No. 12. Secretary of the Treasury to the collector of Mobile, November 24, 1858. (Enclosures.)
- No. 13. Collector of Mobile to the Secretary of the Treasury, December 1, 1858.
- No. 14. Collector of Mobile to the Secretary of the Treasury, December 4, 1858. (By telegraph.)
- No. 15. Collector of Mobile to the Secretary of the Treasury, December 5, 1858.
- No. 16. Collector of Mobile to the Secretary of the Treasury, December 6, 1858.
- No. 17. Secretary of the Treasury to the collector of Mobile, December 8, 1858. (By telegraph.)
- No. 18. Collector of Mobile to the Secretary of the Treasury, December 9, 1858. (By telegraph.)
- No. 19. Collector of Mobile to the Secretary of the Treasury, December 9, 1858.
- No. 20. Secretary of the Treasury to the collector of Mobile, December 11, 1858.
- No. 21. Collector of Mobile to the Secretary of the Treasury, January 1, 1859. (By telegraph.)
- No. 22. Secretary of the Treasury to the collector of Mobile, January 4, 1859. (By telegraph.)

No. 1.

COLLECTOR'S OFFICE,  
*Mobile, April 20, 1858.*

SIR: The legislature of Alabama, at its late session, passed an act incorporating the subscribers to the "Mobile and Nicaragua Steamship Company," with a capital that may be increased to three hundred thousand dollars, and authorizing the company to engage in foreign and domestic commerce. An organization of the company has been effected, and the steamer *Fashion* has been purchased, with the avowed object of opening a trade between this place and several of the ports of Texas. This being a legitimate business, under ordinary circumstances it would occasion me no embarrassment in dealing officially with it, but the filibustering spirit prevalent here, the antecedents of these parties, and the pretty general impression that Walker is yet secretly planning some scheme by which to throw a force into Nicaragua, all conspire to give me some anxiety as to the course I ought to take on an application for a clearance of this company's vessel. My impression is that I could not refuse to give her a coastwise clearance. The trade with Texas fully warrants the employment of a steamer, and it has been long a favorite project with our merchants. The *Fashion* may be engaged in it in good faith, and that is doubtless the present intention of her proprietors; but it would not surprise me at all, after a trip or two, to see her put up for Greytown, or some other port in Central America. Walker has made two or three quiet visits here lately, with no apparent business, spending a few hours in close communication with his friends, and returning as quietly to New Orleans.

That he is endeavoring to make some arrangement with parties here to advance his objects is probable enough, and that they would gladly aid him, could they do it with impunity or with a prospect of success, is equally probable; but I am inclined to the opinion that they have discouraged him at least for the present, perhaps under the idea of throwing the officers of the government off their guard.

Under these circumstances I feel some uneasiness as to my position. It is a very grave matter to refuse a clearance to a vessel proposing a lawful voyage, and I would, most respectfully, ask the views of the department on the question of clearing this same *Fashion*, either for a port in Texas or for Central America. I feel exceedingly anxious to avoid any mistake in this matter, and as, from present appearances, an application for a clearance to Galveston will soon be made, I should be glad of a response to this letter at your earliest convenience.

I am, respectfully, your obedient servant,

T. SANFORD, *Collector.*

No. 2.

TREASURY DEPARTMENT,  
*April 29, 1858.*

SIR: I find it difficult to give specific instructions on the subjects embraced in your letter of the 20th instant. After you have been possessed of the general views and policy of the department, much

must be left to your own judgment and discretion in giving them practical operation.

In the case you present of the probable application of the steamer Fashion for a clearance for the coastwise trade, I can see no reason for refusing such application. In guarding against a violation of our neutrality laws we must, at the same time, avoid a violation of the private rights of our own citizens who may desire to engage in the lawful trade of the country. In refusing a clearance of the Fashion, or any other vessel, either for the coasting or any other trade, you can justify your refusal only upon well grounded suspicions of an attempt to evade or violate the laws of the country, such as existed in the late case of the Fashion.

I repeat that much must be left to your own good judgment in each particular case, and the department has confidence to believe that your discretion will be wisely exercised.

Very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

J. SANFORD, Esq.,  
*Collector, Mobile.*

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No. 3.

COLLECTOR'S OFFICE,  
*Mobile, October 16, 1858.*

SIR: A ship is about to be put up at this port for Greytown, with the avowed object of transporting emigrants to Nicaragua. General Walker, who, with sundry merchants of this city, manages the enterprise, has just apprised me of their intention, and notified me that on or about the 15th of next month they expect the ship will be ready for the voyage, and that her papers will then be presented at this office for a clearance. He represents the emigrants, some two or three hundred of whom will be ready to embark at the time indicated, as intending to settle themselves permanently in Nicaragua and become citizens of that country. They are to take nothing with them, he says, but household goods and mechanical and agricultural implements; each emigrant paying twenty dollars for his passage. He also remarked that there would be no *direct* or *indirect* shipment of arms or munitions of war, and that he would not himself be a passenger on the ship, should that be objected to.

Now, even admitting this enterprise to be unobjectionable in itself, I cannot but feel embarrassed in view of my late difficulties with some of the same parties as to the answer I am to give to the application for a clearance.

On the one hand I should dislike to endanger myself or my securities by interfering with a lawful voyage, while on the other hand this expedition may be but part and parcel of the filibustering movement which the same parties were engaged in last autumn. The apparent frankness of Walker may be a ruse to throw me off my guard, though I cannot say that I suspect him of it.

Under these circumstances, and to avoid the possibility of making a mistake, I respectfully beg leave to submit this statement of the facts of the case to the consideration of the department, and to ask its special instructions.

I have the honor to remain, very respectfully, your obedient servant,  
T. SANFORD,  
*Collector.*

Hon. HOWELL COBB, *Secretary of the Treasury.*

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No. 4.

TREASURY DEPARTMENT,  
October 25, 1858.

SIR: Yours of the 16th instant is received. In view of all that has transpired at your port, involving the violation of the laws of the United States by fitting out armed expeditions against the government of Nicaragua, it is right and proper that you should exercise the utmost prudence and firmness in preventing a recurrence of similar events.

It is impossible for the department to give explicit instructions in advance of a knowledge of the facts of the case. You will therefore await the application for a clearance, as indicated in your letter. When made you will immediately report to the department all the facts and circumstances which may then be in your knowledge, and specific instructions will be promptly given.

Very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

T. SANFORD, Esq., *Collector, Mobile.*

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No. 5.

[By telegraph.]

MOBILE, November 9, 1858.

Clearance is asked by Hessee & Co. for barque "Alice Tainter," for Greytown, Nicaragua, with provisions and three hundred (300) passengers, or more. I have reason to believe them furnished with passports. Particulars by mail.

T. SANFORD, *Collector.*

Hon. HOWELL COBB, *Secretary of the Treasury.*

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No. 6.

COLLECTOR'S OFFICE, MOBILE,  
November 9, 1858.

SIR: I had the honor to apprise you by telegraph this morning that Messrs. J. Hessee & Co. had made application for a clearance of the barque Alice Tainter, with provisions and passengers for Greytown, Nicaragua. The cargo consists of flour, pork, beef, sugar, &c.,

and agricultural and mechanical implements, with a few articles of household goods. I understand that between three and four hundred passengers, calling themselves emigrants, are ready to embark, with the view of becoming resident citizens of Nicaragua.

In declining to grant the clearance, I called Mr. Hessee's attention to the President's proclamation, and inquired how he could expect a clearance in the face of that document. He seemed a little embarrassed by it, but intimated that he was acting under information that warranted him in pursuing the enterprise. Of the nature of that information I have no knowledge; but he evidently expects that my instructions from Washington will be so modified that he will be permitted to pursue the proposed voyage. It may not have any bearing on the question, but I may as well state that I learn, from a quarter not liable to be misinformed, that the persons who propose to embark as passengers by the *Alice Tainter* are furnished with passports from Mr. Yrisarri. In accordance with instructions contained in your letter of October 25 I submit to the department this notice of Mr. Hessee's application, and await your reply. To relieve the parties from suspense, I would respectfully ask a line by telegraph.

I have the honor to be, your obedient servant,

T. SANFORD, *Collector*.

Hon. HOWELL COBB, *Secretary of the Treasury*.

No. 7.

[Telegraph.]

TREASURY DEPARTMENT,  
November 11, 1858.

Send me by mail a copy of the oath of the supercargo or master of the *Fashion* to her outward manifest at the time she cleared last year.

HOWELL COBB,  
*Secretary of the Treasury*.

T. SANFORD, Esq., *Collector, Mobile*.

No. 8.

COLLECTOR'S OFFICE,  
*Mobile, November 12, 1858.*

SIR: I have the honor to transmit herewith, as required by your telegraphic despatch of yesterday, received this morning, a certified copy of the manifest of the steamship "*Fashion*," which cleared from this port on the 13th of November, 1857. As the captain's general manifest described the packages only, I have thought it not amiss to forward also a copy of the shipper's special manifest, giving the details of his shipment. In this connexion I take the liberty of adding that I have now reason to believe that the arms taken out by the "*Fashion*" on that occasion were shipped at New Orleans, and secreted under the coal.

I am, very respectfully, your obedient servant,

T. SANFORD, *Collector*.

Hon. HOWELL COBB, *Secretary of the Treasury*.

*Manifest of all the goods, wares, merchandise, and specie, shipped by H. G. Humphries on board the steamer Fashion, whereof J. K. Coughlin is master, bound for the port of Greytown, Nicaragua.*

Marks.	Numbers.	Packages or articles in bulk.	Contents.	Value at the port of exportation.		
				Value of domestic produce or merchandise.	Value of foreign produce or merchandise.	Total amount.
P		One cask	50 pickaxes	\$44 00	-----	\$44 00
No mark		Two boxes	48 axes	45 83	-----	45 83
K & F		One box	6 gross knives and forks	11 25	-----	11 25
H		do.	100 axe helves, 2 spades	16 67	-----	16 67
No mark		Two bundles	48 spades	43 75	-----	43 75
H. C. H.	9	One cask	32 tin kettles, 400 tin cups	274 35	-----	274 35
H. C. H.	8	do.	10 tin kettles		-----	
H. C. H.	4	One box	18 tin kettles		-----	
H. C. H.	5	do.	100 tin pans, 34 dozen plates, 34 dozen spoons		-----	
H. C. H.	(6)	do.	50 hatchets		-----	
H. C. H.		Three kegs	300 pounds nails	66 25	-----	66 25
H S	31	One box	69 yds. oil cloth, silk, thread, needles and pins	31 13	-----	31 13
H G H	1 to 7	Seven boxes	Medicines	256 69	\$200 00	456 69
H G H	8	One box	Pork	1, 140 00	-----	1, 140 00
H G H	9	One keg	Beef	682 00	-----	682 00
(H)	No numbers	Sixty barrels	Assorted groceries	2, 006 60	-----	2, 006 60
(H)	do.	Forty-four barrels	Rice	106 76	-----	106 76
(H)	do.	368 barrels	Coffee	135 14	-----	135 14
(H)	do.	Four tierces	Sugar	231 95	-----	231 95
(H)	do.	Nine sacks coffee	Boxes candles	100 10	-----	100 10
(H)	do.	Three hogheads sugar	Salt	6 25	-----	6 25
(H)	do.	Twenty-eight boxes candles	Blankets	455 25	-----	455 25
(H)	do.	Five sacks				
(H)	do.	Two bales				

## DISTRICT OF MOBILE.

I, H. G. Humphries, do solemnly swear that the above [within] manifest contains a full, just, and true account of all the goods, wares, merchandise, and specie, of every kind, shipped by myself on board the above [within] named vessel, and the quantities and values of each article are truly stated, according to their actual cost, or the values which they truly bear in this port at this time; and further swear that the said merchandise is truly intended to be exported to Greytown, Nicaragua.

H. G. HUMPHRIES.

Sworn this thirteenth day of November, 1857, before me.

W. SMITH,  
Deputy Collector.

[Endorsement.]

CUSTOM-HOUSE,  
Mobile, November 12, 1858.

I certify that the within is a true copy of the original special manifest, now on file at this custom-house, of the merchandise, &c., shipped on the steamship Fashion, which cleared from this port on the 13th of November, 1857, for the port of Greytown, Nicaragua.

Given under my hand and seal of office date above written.

W. SMITH,  
Collector.

*Report and manifest of the cargo laden at the port of Mobile on board the steamer Fashion, J. K. Coughlin, master, bound for Greytown, in Nicaragua.*

Marks and numbers.	Packages and contents.	Value.
P.....	1 cask hardware.....	\$161 50
No mark.....	2 double boxes ditto.....	
K. & F.....	1 box ditto.....	
H.....	1 box ditto.....	
No mark.....	2 bales ditto.....	340 60
H. G. H. 8 & 9.....	2 casks tinware.....	
4, 5, & 6.....	3 boxes ditto.....	
	3 kegs nails.....	
H. G. H. 1 to 8.....	8 boxes medicines.....	456 69
	1 keg medicines.....	
Diamond H.....	472 barrels groceries.....	4,407 80
	4 tierces ditto.....	
	14 sacks ditto.....	
	3 hogshead ditto.....	
	28 boxes ditto.....	
	2 bales blankets.....	
		5,366 59

(Cleared by J. Hemme &amp; Co.)

## DISTRICT AND PORT OF MOBILE.

I, J. K. Coughlin, master and commander of the steamer Fashion, bound from the port of Mobile to Greytown, Nicaragua, do solemnly, sincerely, and truly swear, that the manifest of the cargo on board the said steamer Fashion, now delivered by me to the collector of this district, and subscribed with my name, contains, according to the best of my knowledge and belief, a full, just, and true account of all the goods, wares, and merchandise now actually laden on board the said vessel, and of the value thereof. And if any other goods, wares, or merchandise, shall be laden on board the said steamer previous to her sailing, I will immediately report the same to the said collector. I do also swear, that I verily believe the duties on all foreign merchandise therein specified have been paid or secured according to law, and that no part thereof is intended to be re-landed within the United States; and that if by distress or other unavoidable accident it should become necessary to re-land the same, I will, forthwith, make a just and true report thereof to the collector of the customs of the district within which such distress or accident may happen.

And I further swear that the merchandise is intended to be exported to Greytown, Nicaragua.

So help me God.

J. K. COUGHLIN.

Sworn to before me this 13th day of November, 1857.

W. SMITH,  
Deputy Collector.

[Endorsement.]

CUSTOM-HOUSE, *Mobile*, November 12, 1858.

I certify that the within is a true copy of the original manifest, now on file at the custom-house, of the steamship Fashion, cleared from this port on the 13th November, 1857, for the port of Greytown, Nicaragua.

Given under my hand and seal of office, date above written.

W. SMITH,  
Deputy Collector.

No. 9.

TREASURY DEPARTMENT, *November 15, 1858.*

SIR: I have to day received your letter of the 9th inst., stating that Messrs. J. Hesse & Co. had made application for a clearance of the bark "Alice Tainter" with provisions and passengers for Greytown, Nicaragua. You add: "The cargo consists of flour, pork, beef, sugar &c., and agricultural and mechanical implements, with a few articles of household goods. I understand between three and four hundred passengers, calling themselves emigrants, are ready to embark with a view of becoming resident citizens of Nicaragua." You further state:



"It may not have any bearing on the question, but I may as well state that I learn, from a quarter not liable to be misinformed, that the persons who propose to embark as passengers by the 'Alice Tainter' are furnished with passports from Mr. Yrisarri."

It appears from your letter of the 16th ultimo that notice of the application for a clearance of this vessel was given at that time by General William Walker.

There is no doubt that the persons who have set on foot the present enterprise, whatever it may be, are in part, if not entirely, the same with those who were concerned in the equipment, lading and clearance of the Fashion at your port in November, 1857.

It becomes proper, therefore, to consider the circumstances under which the clearance of that vessel was then obtained, as well as what transpired subsequently to her departure from the United States.

In your letter to the Secretary of State of the 14th November, 1857, giving an account of the clearance of the Fashion at that time, you say: "A few days ago Mr. H. B. Humphries, a wealthy merchant of this place, mentioned to me that he was about to despatch a steamer, which he had recently purchased, to Greytown, with an assorted cargo and such passengers as might choose to visit Central America; and he desired to know whether there would be any objections to his enterprise on the part of the government or its officers. To these inquiries I replied by referring him to the rumors that were rife in regard to the movements of General Walker, to the revenue and neutrality laws, and to the circular instructions of the State Department. I assured him that the laws of the country and those instructions would guide my conduct, and that no infraction of them would be permitted. A day or two subsequent to this conversation he brought to my office invoices, manifests, and bills of lading for a large cargo, and asked that his vessel might be cleared for Greytown. I subjected his invoices to a very scrutinizing examination, but found nothing in them to which exception could be taken. The shipment consisted of barrels of pork, beef, flour and sugar, household goods, hardware, farming utensils, domestic cotton goods, crockery, medicine, &c., &c., of several thousand dollars value. With the papers were his instructions to his supercargo, on his arrival at Greytown, to offer the shipment in that market for cash, or to exchange it, or any part of it, for the products of the country, at his discretion. Whatever might have been my private impressions in regard to the true objects of the voyage, I could find nothing that would lawfully justify a detention of the vessel. I therefore granted the necessary papers yesterday. She went to sea this morning.

After I had issued the clearance, however, apprehending the possibility that arms and munitions of war might be taken on board from some point below the city, I despatched one of my most intelligent and reliable officers, with written instructions to repair on board of the steamer, and examine thoroughly her cargo and equipments, and in the event of his discovering any irregularity to report forthwith to me. I enclose a copy of this order and a copy of the officer's return. The number of passengers was larger than I had been led to suppose, and I have reason to believe that Walker was among them. Mr.

Humphries informs me that it is his intention to establish a regular line of steam communication between this port and Greytown, and I understand that another steamer is expected soon to follow the "Fashion" in the same business and with the same objects, whatever they may be.

Mr. Melancthon Smith, your inspector, in his report of that date to you, giving an account of his examination of the Fashion, on the eve of her departure, says:

"In my examination I did not discover any arms or munitions of war, nor did I observe any indication of organization among the passengers. In fact, to the best of my knowledge, everything on board agrees with the manifest deposited in the custom-house by the captain in clearing the vessel. There were on board about 270 passengers, professing, as I learned from conversation, to be emigrants.

I delayed the examination to the last moment, in order to be sure of no further communication with the shore from the vessel, and when I left, steam was up, and she ready to depart on the return of the boat which the captain despatched to land me. Every facility was afforded by those on board for examination. It is hardly necessary to add that the revenue cutter was in the bay, and available in case of need."

Upon these representations and examinations you granted the clearance; what transpired subsequently was wholly inconsistent with the truth of the representations then made to you. The following extract from the report made to the Senate of the United States by Mr. Mason, of Virginia, the able chairman of the Committee on Foreign Relations, on the 25th of January, 1858, presents the question in a clear and forcible manner, contrasting the representations of the parties before the clearance, and with a view of obtaining it with their subsequent conduct. The report states: "The steamer Fashion cleared at Mobile for San Juan de Nicaragua. Her manifest showed nothing on board but what the shipper styled an 'assorted cargo,' consisting of provisions, groceries, household goods, domestic cloths, farming utensils, &c., and the written instructions to her supercargo, from the shippers, (which were among the vessel's papers,) directed him to offer the shipment in that market for cash, or to exchange it, or any part of it, for the products of the country, at his discretion," and she was to take, in addition, such passengers as might choose to visit Central America. After the vessel left the port, and while at anchor about six miles below the town, she was again visited by an officer of the customs, and search instituted, with a view to discover whether there was anything to show that she was engaged in an unlawful voyage. His report was "that everything on board agreed with the manifest deposited in the custom-house by the captain in clearing the vessel." No arms or munitions of war were discovered, and the passengers (some 270 in number) professed, in conversation, to be emigrants. It was not known to the collector that Walker was on board when the vessel sailed.

As arms and ammunition, in large supply, were landed *with the cargo* at the Point Arenas, it clearly appears that false manifests were used to procure the clearance of the vessel; and it also appears

that false papers, in the nature of instructions to the supercargo, were exhibited to lull suspicion as to the true character of the voyage.

The first act on her arrival on the coast of Nicaragua, and before the vessel came to land, was to detach a military expedition, fully armed, in boats up the river Colorado, one of the outlets of the San Juan, to seize a fortification inland, and to command that river; the next to land Walker and the residue of his party, with their arms and equipments, at Punta Arenas, who immediately raised a flag and invested himself with all the insignia of the camp.

These facts carry with them irresistibly the conclusions, first, that the expedition escaped by false and deceptive practices at the custom-house; and, second, that it was, in violation of the laws, a military expedition begun and set on foot in the United States, to be carried on from their territory and jurisdiction.

Upon the return of General Walker and his followers to the United States, a criminal prosecution was instituted in the district court of Louisiana, against him and others of the expedition. It is not necessary to refer to the evidence produced upon the trial, for subsequently thereto General William Walker and L. P. Anderson came before the circuit court of the United States at New Orleans, upon a requisition upon them, to give bonds for their good behavior. I have a copy, from the records of the circuit court, of the opinion pronounced by the presiding judge on this last occasion. From that opinion I make the following extract, as it embodied a summary of the evidence produced on the trial of the parties. Judge Campbell says: "In May, 1856, the government supported by this party was recognized by the United States. After this that government was disbanded and a new government was organized by the defendant Walker that aroused much opposition in Nicaragua and the other Central American States, and was reduced to the last extremities by their united forces. In May, 1857, the defendant Walker with many of his officers and men returned to the States, or, as he avers, were compelled by the naval force of the United States to come to them. It is in proof that he publicly and privately announced his intention to recover his lost fortunes by returning to Nicaragua. These declarations, or the preparations that they superinduced, occasioned solicitude in the executive department of the federal government. In September, 1857, the Secretary of State addressed a circular letter to the revenue and naval officers, stating: "There is reason to believe that lawless persons are now engaged in setting on foot and preparing the means of military expeditions to be carried against the territories of Mexico, Nicaragua, and Costa Rica, republics with whom the United States are at peace, in direct violation of the 6th section of the act approved April 20, 1818;" and on the 29th of that month the defendant Walker addressed the Secretary of State, denying that he had any design to violate the neutrality laws, and assuring him of his obedience to them while he remained in the United States.

It is in evidence that friends and admirers of the defendant in Alabama collected funds to "Americanize Nicaragua," and used it to transport the expedition hereafter mentioned to Nicaragua; that men were collected in the name of the defendant, and sent to places

of rendezvous, in New Orleans, upon the promise that, as emigrants to Nicaragua, they should have 250 acres of land, and twenty-five dollars monthly pay, and that about 200 men were thus collected—men without families or property of value. These were conveyed to Mobile bay from a fund not provided by themselves.

It was in evidence that the steamer *Fashion* was seized in New Orleans on the 10th November, 1857, on the charge of being prepared for an expedition to be carried from New Orleans, but was released on assurances that her voyage was legal and her cargo not at all suspicious, though there is strong reason to believe she was then engaged to convey emigrants to Nicaragua and the officers of the Nicaragua army.

It was further in evidence that the defendant Walker was arrested here on the 10th November last, and on the 11th of that month gave a bond to appear in this court to answer to the charge of having violated the 6th section of the act of April, 1818, before cited, on the 17th of that month, and that on the same day he left the city for Mobile bay, in the same conveyance with the defendant Anderson and the emigrants previously collected, and that all entered into the steamer *Fashion*, within two or three days afterwards, and then proceeded directly for Nicaragua; the defendant Walker leaving his bond to be forfeited. It was further in evidence that the cargo of the *Fashion* was fraudulently represented to the revenue officers of the port of Mobile by those who cleared her, and that her principal cargo consisted of arms, munitions of war, supplies, and stores, which were destined for the use of the officers and men, and which came to their possession and care as the army of Nicaragua upon their landing in that State.

It was further in evidence that within a few days after the *Fashion* left the Bay of Mobile, and while at sea, the men on board the vessel were organized into companies, and that captains, lieutenants, and sergeants were appointed; that orders were delivered to the men, and the manufacture of cartridges was carried on from the materials on board.

It was further in evidence that the *Fashion* touched the mouth of the Colorado river, at which place the defendant Anderson, with a picked corps, disembarked, and proceeded to take possession of the military post of Castillo; that the remainder of the expedition proceeded to Greytown and encamped in its immediate vicinity. It immediately assumed the name of "the army of Nicaragua," and the defendant Walker signed as "commanding in chief the army of Nicaragua." The officers who had resided with Walker in New Orleans, and had left with him, were charged with commands in that army. Besides the evidence accumulated in these official documents, this department has referred to a deposition of the "commissary general" of the invading army that was landed at Punta Arenas from the *Fashion* in 1857, which is on file in a civil suit in one of the courts of New York. This officer, Brend Van Natzneer, makes oath that General Walker filled the position of President of Nicaragua on board of the *Fashion*, and after they had been several days at sea assumed the military command of the party; that he is familiar with

military organization ; and after this force was at sea it was organized as a military force.

He states further that about the date of this organization at sea, Mr. Cox, the supercargo, a clerk of the house of H. B. Humphries, in Mobile, handed to him invoices of the cargo of the *Fashion*, consisting of military supplies for an army of 500 men for ninety days, made out from Humphries to him, (the commissary,) and that he was directed by Cox to hold them subject to the orders of General Walker. He also states that General Walker expected to find a deposit of arms and stores in Greytown in the hands of an agent, in addition to the supply in the *Fashion*. It further appears that Julius Hessie was an agent of Humphries in the equipment of that vessel. This deposition does not add strength to the convictions produced by official documents that all the arrangements for the expedition were completed before the *Fashion* left Mobile, but it enables us to see the mode in which the parties concerned covered their violation of the law.

Now, sir, the persons who were active in promoting the equipment, lading, and clearance of the *Fashion* are prominent in superintending the equipment, lading, and clearance of the *Alice Tainter*. The pretences that are disclosed in your letter to this department in 1857, as used to influence you to clear the *Fashion*, are the same that are now presented to obtain a clearance for the *Alice Tainter*. This is represented to be a peaceful enterprise; that the adventure on the part of the emigrant society is a commercial adventure; and the emigrants are only seeking to better their condition in a lawful way. On the former occasion the name of General Walker did not appear as connected with the expedition. His presence in Mobile, you intimate in your letter of 7th December, ultimo, was concealed, and that "he clandestinely embarked upon the vessel." In the present instance he has notified you, and through his circular letters the public at large, of his intimate relation to this enterprise. It is a significant fact that there have appeared in the papers circular letters signed by Mr. Hessie, identical in their language with those of General Walker. Both of them invite immigrants to come to Mobile about this time to embark in this vessel, and the newspapers speak of several of the associates of General Walker in his former expeditions as wending to Mobile to embark with this. There are other *indicia* of the object of the proposed expedition which have come to the notice of this department. Some of these are enumerated in the proclamation of the President of the 30th ultimo. Others are to be found in the speeches and declarations of partizans of the enterprise as published. The fact that associations have been formed in this country to colonize a foreign State without any concurrence or sanction of the authorities of that State, or any communication with them, is significant of a hostile spirit, and when the auspices under which they have been formed are known, this menacing aspect appears more conspicuously.

You state that you "learn, from a quarter not liable to be misinformed, that the persons who propose to embark as passengers by the *Alice Tainter* are furnished with passports from Mr. Yrissari."

The Secretary of State has inquired of Mr. Yrissari, the envoy extraordinary and minister plenipotentiary of that republic, and the fact is

found to be otherwise. None such have been issued under his authority or within his information. If passports have been shown to you, the fact furnishes another circumstance to awaken distrust of the good faith of the applicants. In fact it should be conclusive upon your action, as without such passports, it is admitted that these persons could not go to Nicaragua as peaceful emigrants. If these persons were furnished with genuine passports from the Nicaraguan minister, it would present an entirely different case, and one in which you would be justified in granting a clearance.

Upon a review of all the circumstances, I cannot doubt the purpose with which this expedition has been gotten up, and, with this conviction, it becomes my duty to direct you to withhold the clearance applied for.

It is not intended by these instructions to interfere with any lawful trade between Mobile and the port of San Juan de Nicaragua, or any other foreign port, or to prevent peaceful emigrants from proceeding in good faith to settle in Nicaragua or any other foreign country; and should any such case occur, free from the circumstances surrounding this case, you will grant a clearance to such a vessel.

These illegal expeditions have already embarrassed the operations of the government of the United States. They violate the law of nations and the acts of Congress, and tarnish the national character.

Nicaragua is entitled to repose in the confident belief that we shall faithfully execute the laws, and citizens of the United States shall maintain relations of peace and comity with her government and people.

Very respectfully, your obedient servant,

HOWELL COBB,  
*Secretary of the Treasury.*

T. SANFORD, Esq.,  
*Collector of the Customs, Mobile, Alabama.*

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No. 10.

[By Telegraph.]

MOBILE, ALABAMA, November 23, 1858.

Mr. Hessie has just presented to me a number of passports for Nicaragua, signed by Mr. Yrisarri, dated New York, 16th of November instant. They have all the forms of official papers, and are genuine beyond doubt. Besides internal evidence, their genuineness is supported by affidavit. The parties have got intimation that passports would obviate difficulty, and renew their application for a clearance. They urge me to despatch this to you and ask that my instructions be reconsidered.

T. SANFORD,  
*Collector.*

Hon. HOWELL COBB.

No. 11.

[By Telegraph]

TREASURY DEPARTMENT,  
November 24, 1858.

Mr. Yrisarri has, by letter dated November 20, 1858, informed the State Department that he has granted only seventeen passports, and furnishes the names of the persons, five of whom were passengers on board of the Washington on her last trip from New York; and the remaining twelve, he says, were for persons who proposed to go in the same vessel on her next trip. He pronounces all other passports with his name forgeries, and says he will immediately inform the department of each passport he may grant hereafter. I enclose you by mail a copy of his letter.

HOWELL COBB,  
*Secretary of the Treasury.*

T. SANFORD, Esq.,  
*Collector, &c., Mobile, Alabama.*

No. 12.

TREASURY DEPARTMENT,  
November 24, 1858.

SIR: I enclose to you a copy of a letter from Mr. Yrisarri to the Secretary of State. You will see that he has granted only seventeen passports, and that he will, in all cases, inform the Department of State immediately of the granting of any others. You shall be kept advised on the subject, and this will effectually prevent any imposition being practised upon you.

I am, very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

T. SANFORD, Esq.,  
*Collector, Mobile, Alabama.*

DEPARTMENT OF STATE,  
Washington, November 24, 1858.

SIR: I have the honor to communicate a copy of a translation of a note of the 20th instant, addressed to this department by Mr. Yrisarri, the minister of Nicaragua, accredited to this government, accompanied by a list of the persons proceeding thither, to whom he says he has issued passports.

I have the honor to be, your obedient servant,

LEWIS CASS.

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

BROOKLYN, *November 20, 1858.*

EXCELLENT SIR: For the information of your Department of State I enclose to your excellency a list of all the passports which, up to date, I have issued since the day of publication of the internal police regulation of Nicaragua, which was made on the 27th of last month. These passports are numbered as set down in the aforesaid list, and exhibiting no other names than those which appear under each number. The five of them were delivered to persons who shipped on board of the Washington, on the 6th of November instant, for Nicaragua, and the other twelve were given to persons that intend to take passage on the same steamer Washington, on the 6th of December next. Every passport, therefore, which may be presented, not exactly corresponding with the accompanying list, must be falsified. Hereafter I shall immediately advise your department of every passport which I may issue after this date, in order that you may adopt all expedient measures to obviate all frauds which may be committed by the falsification of my passports.

With the highest consideration I again tender to your excellency those assurances which bespeak me your very respectful and obedient servant,

A. J. DE YRISARRI.

Hon. LEWIS CASS,

*Secretary of State of the United States of America.*

*List of passports issued by this legation since the 6th of December, 1858, and up to the 20th of November instant.*

Names.	Date.
1. J. Howland Bell, agent of the company.....	November 6, 1858.
2. James Lee, clerk to company.....	" "
3. Abraham W. Gallher, agent.....	" "
4. Herman Schlater, wife, and son.....	" "
5. Francis Trust.....	" "
6. Frederick Romer, carpenter.....	November 16, 1858.
7. Juan Ellsen.....	" "
8. Abraham Wikoff.....	" "
9. Edward Blemins.....	" "
10. Jannie A. Ames.....	" "
11. Juan Annison.....	" "
12. Elwood Lester, day laborer.....	" "
13. Abraham Levy.....	" "
14. Anson White.....	" "
15. Real Evans.....	" "
16. Guillermo Evans.....	" "
17. Joshua Wright.....	" "

N. B. Number 15 was issued to Real Evans, as it stands corrected.

A. J. DE YRISARRI.

BROOKLYN, *November 20, 1858.*

H. Ex. Doc. 25—2



## No. 13.

COLLECTOR'S OFFICE, *Mobile*, December 1, 1858.

SIR: I have to acknowledge the receipt of your letter of the 24th ultimo, enclosing a copy of Mr. Yrissari's note to the State Department. The passports exhibited to me by Mr. Hessie were doubtless the identical twelve passports to which Mr. Yrissari refers as having been issued from his legation. How they came into the hands of the party now holding them I do not undertake to conjecture, nor can I conceive how they were expected to be made available, unless it was by inserting names of persons in the blank spaces following the individual's name in whose favor each passport was issued.

I should not have been entrapped by such a manœuvre even had your telegraphic despatch of the 24th ultimo authorized a clearance with genuine passports. I refer to the matter only that the department may see the shifts that are resorted to for the purpose of obtaining a clearance. Mr. Hessie has given up the charter of the *Alice Tainter*, and she is now loading with cotton for *Hamburgh*. He has also published an advertisement notifying the emigrants who had paid their passage to *San Juan de Nicaragua* by that vessel to present their tickets at his office and receive back their money.

So far, then, as this particular expedition is concerned, it would seem to have been abandoned. There are, however, several hundred of the emigrants yet in the city. Satisfied, as the leaders now are, that it is impossible to get to sea from this port, they may turn their attention elsewhere; but they appear to be pretty thoroughly discouraged. The grand jury, now in session, assisted by Mr. Smith and the district attorney, had General Walker before them all day yesterday, and they are not expected to get through with witnesses for a day or two to come.

General Wilson arrived yesterday and was at once placed in communication with the attorneys. I may as well add that, with your instructions, Mr. Yrissari's letter, and the revenue cutter, I feel myself amply fortified for the emergency.

I have the honor to be your obedient servant,

T. SANFORD, *Collector*.

Hon. HOWELL COBB,

*Secretary of the Treasury.*

## No. 14.

[By telegraph.]

COLLECTOR'S OFFICE, *Mobile*, December 4, 1858.

Captain Maury, of schooner *Susan*, one hundred and forty-six tons, owned by H. G. Humphries and others, asks a coasting clearance to Key West, with provisions. The parties are known as Walker's sympathizers. The movement is not free from circumstances surrounding the "*Alice*

Tainter," but I could not legally justify refusing a clearance. Most of the emigrants have left here. The grand jury has adjourned without finding a bill. What shall I do? Please answer.

T. SANFORD, *Collector*.

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

[Answered by telegraph December 8, 1858.]

No. 15.

COLLECTOR'S OFFICE,  
*Mobile, December 5, 1858.*

SIR: I had supposed that my troubles with Nicaraguan emigrants were at an end, but I regret to say that they have been suddenly renewed, and under circumstances of increased embarrassment.

At about one o'clock yesterday, Mr. Humphries, who, with William A. Smith and Benjamin F. Marshal, is the owner of the schooner Susan, of 146 tons burthen, called at the office and made a change of the master, substituting Harry Maury in place of her captain. After the change of papers, Captain Maury presented a manifest of cargo, consisting of provisions, &c., and, as the Susan is a registered vessel, demanded a coasting clearance for Key West. Under ordinary circumstances such an application would excite no particular remark and would be readily acted on. But when I came to consider that those parties are notorious sympathizers with Walker, that they were concerned with the expedition of the "Fashion," in November, 1857, that the Susan is the very vessel that I refused to clear for Greytown in December last, with the same owners, that they are smarting under their disappointment in regard to the Alice Tainter, and that this is an unusual voyage, there being little or no commercial intercourse between this port and Key West, the inference was irresistible that the proposed trip has some mysterious connexion with the emigrant movement. The most of the emigrants have, indeed, dispersed, but I have reason to believe that they have not disbanded. A blast from Walker's bugle would doubtless rally them, and I entertain no doubt but that their leaders, many of whom are yet in the city, are fully apprised of this proposed trip to Key West. But, although their admitted connexion with filibustering enterprises covers their present movement all over with suspicion, it becomes an interesting inquiry whether those suspicions could be made available in defending my refusal of a clearance before a jury in a suit at law for damages.

As soon as it was known that the clearance was refused, Mr. Humphries called on me under great excitement and threatened to keep me busy for a month to come, as he intended to demand clearances daily and bring a suit against me for each refusal. A number of his friends convened and were very violent, some of them proposing to tear down the custom-house, and were only dissuaded from an outbreak by some influential friends.

To have granted the clearance asked for under all the suspicious circumstances with which the movement is surrounded would have been, in my judgment, to disregard the whole spirit if not the letter of your instructions ; while, on the other hand, I am to be harrassed with lawsuits that I do not see how I am to resist successfully, although there is not, probably, an intelligent man in the city who entertains a moral doubt that the projected movement of the Susan is in some undisclosed manner connected with the Walker enterprise. It is with extreme reluctance that I so frequently obtrude myself upon the attention of the department on this very unpleasant business. My action in it has been dictated by a deep sense of duty. If the government is prepared to sustain me, as I have no doubt it is, I respectfully ask its assurance to that effect. I am indifferent to popular clamor, but under an explicit endorsement of the department I could breast it with better heart.

I addressed you by telegraph yesterday and am waiting a response. I have the honor to be, very respectfully, your obedient servant,

T. SANFORD,  
*Collector.*

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

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No. 16.

COLLECTOR'S OFFICE,  
*Mobile, December 6, 1858.*

SIR : The emigrant leaders have confirmed my suspicions. Late last evening it was whispered that they had escaped. From inquiry this morning I learn that, at about 12 o'clock on Saturday night, the Susan, with about one hundred and fifty passengers, was taken in tow by a steam lighter, and carried immediately to sea. Her destination is, of course, not known to me, as she sailed without a clearance.

I have heard nothing as yet from Captain Morrison, of the revenue cutter "McClelland." He was stationed in the lower bay, and had been specially instructed to keep a watch on their movements.

In the absence of any report from him, I am left to conjecture the means employed to elude his vigilance. The night was dark, and the fog was so dense that the mail steamer from New Orleans was delayed over her time. Our steam lighters are intimately acquainted with the bay, and as the Susan is light, and could run in shallow water, they probably gave the cutter a wide berth. I shall hear from Captain Morrison, probably, in the course of the day. General Walker is still here.

Very respectfully, your obedient servant,

T. SANFORD, *Collector.*

No. 17.

[Telegraph.]

TREASURY DEPARTMENT,  
December 8, 1858.

SIR: In the application for a clearance for the schooner Susan, you informed me that the parties are known as Walker's sympathizers, and the movement is not free from circumstances surrounding the Alice Tainter. Report these circumstances by letter to the department, with the number and character of the passengers, and specific instructions will then be given to you. Whilst we do not intend to interfere with lawful commerce, we are determined to execute the neutrality laws in good faith, and not suffer them to be evaded.

HOWELL COBB,  
*Secretary of the Treasury.*T. SANFORD, Esq., *Collector, &c., Mobile.*

No. 18.

[Telegraph]

MOBILE, ALABAMA,  
December 9, 1858.

The schooner "Susan," with some two hundred passengers, said to be armed with knives and revolvers, eluded the cutter and went to sea night before last.

The cutter is aground; particulars by mail.

P. SANFORD, *Collector.*

Hon. HOWELL COBB.

[Received December 9, 1858.]

No. 19.

COLLECTOR'S OFFICE,  
Mobile, December 9, 1858.

SIR: I am just apprised of the fact that the revenue cutter "McClelland" is aground in the lower bay, and that the schooner "Susan" eluded the vigilance of Captain Morrison night before last and got to sea, taking with her Lieutenant Whyte, of the revenue service, who had charge of her.

It now appears she had on board two hundred and thirty passengers, all with side arms. The rumor is that at Key West these persons are to meet a steamer which will carry them to Nicaragua.

I have nothing direct from Captain Morrison since the receipt of his communication, a copy of which I enclosed to the department on the 7th instant; nor have I anything from the marshal as to the cause of the failure to arrest these parties, against whom process was issued and placed in his hands on Tuesday last. I may be able to give further information to-morrow.

I enclose herewith an extra issued from one of the news offices of the city.

I have the honor to be, very respectfully, your obedient servant,  
T. SANFORD, *Collector.*

Hon. HOWELL COBB, *Secretary of the Treasury.*

No. 19.

[Extra.]

DEPARTURE OF THE SCHOONER "SUSAN."

MOBILE, *December 9, 1858.*

The schooner Susan, with her passengers aboard, went to sea early yesterday morning. After leaving the wharf on Saturday night she proceeded to the lower fleet, and on Sunday took aboard her water. The revenue cutter chased the schooner, but the Susan gained on her and the cutter returned to the bay. At last accounts the McClelland was fast aground.

A fresh northerly wind has been blowing since yesterday morning, and the schooner is now probably some two hundred or two hundred and fifty miles on her voyage. She goes freighted with a precious cargo. May the breezes be prosperous and the fates propitious.

Our information is such as authorizes us to predict that the passengers by the Susan will land in Central America without opposition from any quarter. The British and American fleets at San Juan del Norte cannot interfere with the plans and prospects of the emigrants.

No. 20.

TREASURY DEPARTMENT,  
*December 11, 1858.*

SIR: I have to acknowledge the receipt of your letter of the 5th instant reporting your refusal to grant a coasting clearance for Key West to the schooner Susan, suspected of being in some manner connected with the Walker enterprise to Nicaragua, and in reply to inform you that the department approves your course, and that the government is prepared to sustain you.

Very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

T. SANFORD, Esq.,  
*Collector, &c., Mobile.*

No. 21.

[By telegraph.]

Dated Mobile, January 1, 1859; received, Washington, January 2, 1859, 8 o'clock 55 minutes, p. m.

COLLECTOR'S OFFICE, MOBILE,  
January 1, 1859, 6 p. m.

Captain Maury and his fillibusters reached this port at four o'clock this afternoon. The Susan was wrecked on Glover's reef, Bay of Honduras, fifty miles from Belize, sixteenth of December. Governor Seymour despatched British steam-sloop Basilisk. Captain Phayze took all parties off the twenty-fifth, and brought them to this port as an act of courtesy. Mr. Anderson, paymaster of Basilisk, confirmed this report. What shall be done with them?

T. SANFORD, *Collector.*

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

No. 22.

[Telegraph.]

TREASURY DEPARTMENT,  
January 4, 1859.

The principal leaders should be prosecuted. Send me a list of the persons who returned in the British steamer.

HOWELL COBB,  
*Secretary of Treasury.*

T. SANFORD,  
*Collector, Mobile.*



PUBLIC BUILDINGS—PHILADELPHIA.

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REPORT

OF THE

POSTMASTER GENERAL, ATTORNEY GENERAL, AND  
SECRETARY OF THE TREASURY,

AS TO

*The condition of the public buildings in the city of Philadelphia.*

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JANUARY 6, 1859.—Referred to the Committee of Ways and Means, and ordered to be printed.

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*To the Senate and House of Representatives of the United States:*

In pursuance of the joint resolution passed by Congress at its last session, the undersigned have carefully examined and considered the situation of the government buildings at Philadelphia, and endeavored to ascertain what will be the best arrangement for a court-house, custom-house, and post office. The conviction to which we have been brought is briefly the following:

1. The post office ought to be in Chesnut street, and would be wholly out of place at the old Bank of Pennsylvania.

2. The custom-house might be so altered as to fit it tolerably well for a post office, by making certain additions, which would not injure the appearance of the building on its Chestnut street front; but because such alteration would destroy the beauty of the Library street front, it is wholly inadmissible. We therefore reject the proposed plan of putting the post office there.

3. The old Bank of Pennsylvania, on Second and Dock streets, is not suitable for either a post office or custom-house. It ought to be sold for what it will bring.

4. The tobacco warehouse, on Dock street, is very well adapted for the purposes of a custom-house; and it ought to be bought for that purpose if it can be obtained, as we are assured it can be, at a reasonable price.

5. The lot immediately west of the custom-house, and on the same side of Chestnut street, should be bought for the post office. It is offered at \$75,000.

6. The courts should be established in the present custom-house.



7. The lot purchased from the American Philosophical Society for the court-house should be sold.

8. This arrangement will, in our opinion, not only be the best, but the most economical, as the following estimates will show.

To carry out the present law it will require :

To make Bank of Pennsylvania fit for a custom-house.....	\$120,000
To make wings, &c., to present custom-house, and other repairs necessary for post office and court-house.....	136,000
	<hr/>
	256,000
	<hr/>

To meet these expenses, there is an appropriation unexpended of.....	120,000
The Philosophical Hall, purchased for a court-house, may be sold for.....	75,000
	<hr/>
	195,000
Leaving to be provided.....	61,000
	<hr/>
	256,000
	<hr/>

By the plan we propose, the tobacco warehouse can be purchased for.....	110,000
The lot owned by Levy can be had for.....	75,000
A new post office can be built on the last mentioned lot for	120,000
The tobacco warehouse can be repaired and fitted as a custom-house, for.....	20,000
	<hr/>
	325,000
	<hr/>

For these expenses we have the following means :

The Philosophical Hall can be sold for.....	75,000
The old Pennsylvania Bank for.....	125,000
Unexpended appropriation.....	120,000
	<hr/>
	320,000
Leaving to be provided.....	5,000
	<hr/>
	325,000
	<hr/>

The difference in cost between the two plans is \$56,000. But this is not the only saving. The tobacco warehouse, besides serving as a custom-house, will afford storage for which the government pays now an annual rent of \$9,000, equal to a capital of \$150,000; and the building we propose to use for a custom-house will answer the additional purpose of a prison. It may be necessary to make the site of

the post office perfect by the purchase of Bailey's lot, adjoining Levy's on the west. It can be had for \$85,000. Even then there will be a saving when considered with reference to the value of the storage obtained at the tobacco warehouse.

9. We are so impressed with the superior advantages of the measures we propose, that we do not hesitate to lay the facts before Congress, instead of carrying out the present defective law.

AARON V. BROWN,  
J. S. BLACK,  
HOWELL COBB.

DECEMBER 1, 1858.



## PROTECTION OF THE FRONTIER OF TEXAS.

### LETTER

FROM THE

### SECRETARY OF WAR,

COMMUNICATING, IN COMPLIANCE WITH

*A resolution of the House, copies of correspondence between the officers of the United States Government and Governor Runnels, and similar correspondence between the Secretary of War and General Twiggs.*

JANUARY 6, 1859.—Referred to the Committee on Military Affairs, and ordered to be printed.

WAR DEPARTMENT, January 6, 1859.

SIR: In compliance with a resolution of the House of Representatives of the 23d ultimo, requesting "copies of all the correspondence in this department between the officers of the government of the United States and Governor Runnels, of Texas," and, "also, similar correspondence between the Secretary of War and General Twiggs," I have the honor to transmit herewith copies of the papers referred to, so far as the same are in possession of this department.

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

Hon. J. L. ORR,  
*Speaker of the House of Representatives.*

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*List of papers accompanying letter of the Secretary of War, January 6, 1858.*

- No. 1. General Twiggs to Army Headquarters, January 13, 1858, enclosing letter from Governor Runnels, January 9, and reply, January 13.
- No. 2. Governor Runnels to Messrs. Bryan and Reagan, January 15, enclosing letters from Lieutenant Frost, January 8; Lieutenant Carmack, January 7; and Mr. Forbes, January 13.

- No. 3. Joint resolution of Texas legislature, January 16.
- No. 4. General Twiggs to Army Headquarters, January 20, enclosing letters from Mr. Neighbors, to Indian office, January 19.
- No. 5. Same to same, January 30.
- No. 6. Joint resolution of Texas legislature, January 29.
- No. 7. Governor Runnels to General Twiggs, February 2, enclosing instructions to Captain Ford, January 28.
- No. 8. General Twiggs to Governor Runnels, February 7.
- No. 9. Acting Governor Anderson to the President, March 20.
- No. 10. Secretary of War to Acting Governor Anderson, April 19.
- No. 11. General Twiggs to the Adjutant General, June 2, enclosing report from Captain Ford to Governor Runnels, May 22, with enclosure from Lieutenant Nelson.
- No. 12. Same to Army Headquarters, July 6.
- No. 13. General-in-Chief to General Twiggs, July 22.
- No. 14. General Twiggs to Army Headquarters, July 27.
- No. 15. Same to the Adjutant General, August 9, enclosing letter to Army Headquarters, August 4.
- No. 16. Adjutant General to General Twiggs, July 24, forwarding letter from General-in-Chief to same, July 22.
- No. 17. Governor Runnels to the Secretary of War, July 10, enclosing his letter to General Twiggs, July 9.
- No. 18. Same to same, August 9, enclosing report of Captain Ford, July 5.
- No. 19. Same to same, August 12.
- No. 20. Secretary of War to Governor Runnels, August 28.
- No. 21. General Twiggs to Army Headquarters, August 24, enclosing letter from Captain Prince, August 9.
- No. 22. Same to same, September 17, enclosing letters from Agent Leeper, August 31, and Lieutenant Van Camp, September, 2.
- No. 23. Same to same, October 7.
- No. 24. Governor Runnels to the Secretary of War, October 8, enclosing his letter to Colonel Bourland, October 4, and statement of expenses incurred by the State for protection against Indians.
- No. 25. General Twiggs to Army Headquarters, October 18, enclosing letters from Major Van Dorn, September 26, Captain Whiting, October 2, Captain Prince, October 3, with enclosures, and Major Van Dorn, October 5.
- No. 26. Same to same, October 22.
- No. 27. General-in-Chief to General Twiggs, November 9.
- No. 28. Governor Runnels to the Secretary of War, October 27, enclosing letter from Colonel Bourland, October 18.
- No. 29. General Twiggs to Army Headquarters, October 30, enclosing letter from Governor Runnels, October 27.
- No. 30. Same to same, November 1, enclosing letter from Major Van Dorn, October 11.
- No. 31. General-in-Chief to General Twiggs, November 19.

- No. 32. Governor Runnels to the Secretary of War, November —, enclosing two memorials from citizens of Cook, Wise, and Montague counties, letters from Messrs. Bishop, Palmer, and Hubert, and Captain Williams; affidavit of Windham and Willis; letters from Lieutenant Cowan and Mr. Ryan; petition of citizens of Lampasas county, and instructions to Captain Ford.
- No. 33. General Twiggs to Army Headquarters, November 15.
- No. 34. Same to same, November 18.
- No. 35. Same to same, November 26.
- No. 36. Major Van Dorn to Texas Headquarters, November 28, enclosing his orders, No. 11.
- No. 37. General Twiggs to Army Headquarters, December 8.
- No. 38. Same to same, December 13.

No. 1.—*General Twiggs to Army Headquarters.*

HEADQUARTERS, DEPARTMENT OF TEXAS,  
*San Antonio, January 13, 1858.*

SIR: Enclosed I herewith transmit a communication from his excellency the governor of the State of Texas, with my action in the matter and reply to the governor. Expresses will be immediately sent to the posts nearest the point where the murders and robberies are said to have been committed, to despatch such force as can be spared. It is extremely mortifying to be placed in this situation with an inadequate force.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General, U. S. Army, Com'g. Dep't.*

Lieutenant Colonel L. THOMAS, *Assist. Adj't. Gen'l,*  
*Headquarters of the Army, New York City, N. Y.*

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EXECUTIVE OFFICE,  
*Austin, January 9, 1858.*

SIR: I have the honor to acknowledge the receipt of your communication, bearing date, headquarters, January 6, 1858, enclosing copies of the communications of G. R. Paul, captain of 7th infantry, and brevet major, U. S. A., dated December 18, 1857, and of Major R. S. Neighbors, dated December 9.

This office is now in possession of information as late as the 2d and 3d of January 1858, from the counties of Erath and Bosque, giving intelligence of new and additional depredations on that frontier; since the date of the communications you have been pleased to enclose, several citizens and one negro have been murdered, a boy has been taken into captivity and a large amount of property stolen. The frontier citizens are under arms and the highest degree of excitement

prevails. Of the one hundred men which have been called out by the State, there is one company of twenty stationed in that immediate vicinity, but owing to the vast extent of country exposed and the smallness of their numbers, they have been found inadequate for its protection.

I therefore beg leave, respectfully, to request that you will cause such mounted force as you may be able to spare from other service, to be removed to that frontier, and if you have not such disposable force, that you will authorize the raising of two or three companies of mounted men by the authorities of the State, for three or six months as circumstances may require, with as little delay as possible, in order to meet the existing emergency.

I am, sir, very respectfully, your obedient servant.

H. R. RUNNELS.

D. E. TWIGGS, *Brev't. Maj. Gen'l U. S. A., Com'g. Dep't.*

HEADQUARTERS, DEPARTMENT OF TEXAS,  
*San Antonio, January 13, 1858.*

SIR: Yours of the 9th of January is received. An express will be sent immediately to the posts of Fort Mason and Camps Cooper and Colorado to send a portion of their command in pursuit.

I regret to say I am not authorized to call for volunteers, and can only employ the force now at my disposal.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,  
*Brevet Major General, United States Army,  
Commanding Department.*

His excellency the GOVERNOR OF TEXAS,  
*Austin, Texas.*

No. 2.—*Governor Runnels to Messrs. Bryan and Reagan.*

EXECUTIVE OFFICE,  
*Austin, January 15, 1858,*

SIRS: I have the honor to enclose you herewith copies of reports from two of the lieutenants in command of companies on the frontier, including a statement of Colonel Forbes, of Nacogdoches, who is just now from that frontier.

I have addressed General Twiggs, requesting aid, but have not yet received an answer.

By all means you should press action on the government, if it is intended to afford us that protection which the exposed condition of our frontier demands.

I am, sirs, very respectfully,

H. R. RUNNELS.

MESSRS. GUY M. BRYAN and J. H. REAGAN.

COMANCHE COUNTY, TEXAS,  
*Cora, January 8, A. D. 1858.*

SIR: In accordance with the conditions of my instructions as lieutenant of Coryell and Comanche county company, I herewith transmit my official report, which was due a few days since, but uncontrollable circumstances have prevented me from making it until the present.

After the organization of the company I proceeded in a northwestern direction from this place, up the Leon river, on a regular scout; passed up and on the western side of the same for the distance of fifteen miles; thence north twenty miles; thence west twenty-five miles, striking Pecan bayou at the northern extremity of what is known as the Narrows, a defile in the mountains, which has, from all appearances, recently been a general rendezvous for thieving parties of Indians.

We examined this place carefully and with much toil, and no direct success. I then passed down said stream some twenty miles, where an express reached me from the eastern portion of Comanche county, informing me that a band of Indians were in said county collecting all the most valuable horses, property of the county, destroying every kind of stock, murdering and capturing our citizens. I hurried to the point, but found that Lieutenant Carmack and several volunteer citizens were in pursuit of them too far distant for me to reach or overtake them.

This party of Indians came down on the eastern side of Leon river into Comanche county, killed two of our most worthy citizens, wounded seriously and left as dead one valuable negro man and killed another, took a boy prisoner, and have with them a lady supposed to be taken from some family on the Leon river. They have destroyed property of great value and carried with them some hundred and fifty head of horses. They passed out of this county into Bosque, thence through Erath into Palo Pinto in a direct course for the reservation, and I would state that from a number of conspiring evidences it is almost proved that if the Indians on the reservations are not the aggressors, they are unquestionably concerned in the numerous and recent atrocities.

Major Neighbors has been petitioned time and again by our citizens to give some attention to the affair, and they have only received curses, threats, insults, and renewed outrages. The charge may be untrue in toto; but it does seem that no evil could accrue from an investigation of the matter, and I would therefore modestly suggest its consideration to your excellency.

Our citizens are terrified, and our country in consequence gradually depopulating, and unless we get further security the emigration will fast decrease; in short, our country will be ruined for the present without further assurance of safety.

I have under my command only twenty men, and a country of fifty miles in extent to range. I cannot promise security with such a number of men, though I shall use every exertion in my power. Again, the Indians have taken the last horses from Brown county, just west of us, and have now attacked this, the next county, and



their whole attention will be directed to this county until we are robbed of our last horses, and many of our best citizens murdered. I am not unaware of the fact that affright and selfishness frequently produce many complaints, and would not murmur if there was not the greatest necessity for it.

I submit the facts to your consideration, and earnestly solicit whatever of assistance can be given me. The Indians are daily expected by our terrified citizens, and consequently I shall hold my men in perfect readiness. All of which is most respectfully submitted.

THOMAS C. FROST,

*Lieutenant in command.*

His excellency H. R. RUNNELS.

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HEADQUARTERS OF LIEUTENANT THOMAS R. CARMACK.

SIR: I herewith transmit to your excellency, my official report, as lieutenant of the ranging company of Erath and Palo Pinto counties. I hereby notify you that I have been out on the lookout for Indians, ever since my last report to you. I received notice the Indians were in the settlements stealing horses. I immediately started to intercept the Indians on their return, but falling in ahead of the Indians, and before we could examine other points and get back, the Indians had passed the point where we had first examined, and we then pursued after them, but having to pass through a boggy portion of the country, our horses became so much exhausted that we were unable to overtake the Indians, and I discovered that they pushed the horses very hard after they had found my ranger's horses trail. I am satisfied they had men and fresh horses placed along upon the trail, to help them push the horses through. I think there should be at least three hundred men put upon the frontier, and I would be glad to have an order to fill out my company a full company. There was, as near as could be ascertained, about 125 or 150 head of horses taken, valuable American horses, besides valuable cattle killed and not used, besides what they did use. They also killed some good citizens, three are known to be killed, on the highway, and one boy, 13 or 14 years old taken prisoner, and taken off; also, a woman is supposed to be taken on the Leon river; one valuable negro man was wounded.

I will make a more full report in a few days, as I am in great haste in making this out. I send it by Colonel John Forbes, as he is en route for Austin, this 7th day of January, A. D., 1858.

THOMAS R. CARMACK,

*Lieutenant of Ranging Company.*

His excellency, the GOVERNOR OF TEXAS.

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AUSTIN, January 13, 1857.

The undersigned respectfully represents that sometime in December last a marauding band of Indians entered the counties of Palo Pinto, Erath, Comanche, and Bosque on another foray. They appear to have

separated into three parties, one of which was in the immediate vicinity of Stephenville, Erath county, on the 30th day of December last, and in a very bold and audacious manner stole and drove off from thence a number of valuable horses. Another party, on the same day, acted upon the settlements on Resley's creek, some twenty miles southeast of Stephenville, and stole the horses of Mr. Turnbolt, Barbee, and others. They also shot some seven or eight arrows into the body of Barbee's negro, and left him for dead, but it is supposed that the negro will recover. A citizen of the name of Isaac Bean, living on the waters of Resley's creek, and his negro man was barbarously murdered by them on the same day; and the next day a Mr. Johnson, a well known citizen, who was driving his wagon on the public road from Meridian, accompanied by his son, a lad of about ten years old, was also murdered by them; his little boy was missing, and supposed to be taken prisoner; and it is said that an American female has been taken a prisoner and carried off by them. A third party ranged in the neighborhood of Meridian. The Indians, after collecting some 150 head of the best horses in these several settlements, reunited again and herded about eight miles west of Stephenville, on the waters of South Bosque; from thence they took up the divide between the waters of Barton's creek and the North Leon, crossing the head waters of the Palo Pinto and Joni; and from thence their broad trail continued in the direction of the Indian reserve, on the Clear Fork of the Brazos river.

The citizens of Stephenville and its vicinity went immediately in pursuit of the Indians, and followed on their trail over 100 miles but could not overtake them, and finally had to abandon their unsuccessful pursuit. The undersigned, who was travelling through the before-mentioned districts at the time these occurrences took place, has been requested by their inhabitants to place before your excellency the great losses they have sustained and the injuries inflicted upon them by this band of lawless savages, and of their great apprehension of a repetition of the same or greater calamities. They therefore pray your excellency to adopt the most prompt and vigorous measures to prevent the recurrence of Indian incursions by an efficient defence of the frontier and for the protection of the lives and property of your fellow-citizens.

The undersigned has the honor of handing to you the official reports of Lieut. Thomas C. Frost, (an active and intelligent officer,) of Comanche county, and of Lieut. Thomas R. Carmack, of Erath county, relating to the above matters.

All of which is respectfully submitted by your obedient servant,  
JOHN FORBES.

His Excellency H. R. RUNNELS,  
*Governor of Texas.*

No. 3.—*Joint resolution instructing our senators and requesting our representatives in Congress on the subject of Indian spoliations.*

Whereas certain Indians located by the United States upon territory adjacent to that of the State of Texas have, at various times, made descents upon citizens of this State, committing robberies and other crimes; and whereas it is the duty of the general government to furnish protection against the assaults of the Indians, and that that government is consequently liable to indemnify the sufferers in such cases: Therefore—

*Be it resolved by the legislature of the State of Texas,* That our senators in Congress are requested, and our representatives requested, to call the attention of the general government to the frequently recurring depredations committed by Indians, and to urge the adoption of a more adequate system of protection against them.

*Be it further resolved,* That our senators be further requested, and our representatives requested, to assist those of our citizens whose property may have been stolen or destroyed by the Indians aforesaid to enforce their claims for indemnity against the general government in such manner as to them may seem meet and most effective.

*Be it further resolved,* That the governor is hereby requested to transmit copies of these resolutions to our senators and representatives, and to the President and Secretary of War of the United States.

Approved January 16, 1858.

DEPARTMENT OF STATE,  
*Austin, Texas, January 23, 1858.*

I, the undersigned, secretary of state of the State of Texas, do hereby certify that the above and foregoing is a correct copy of the original joint resolution on file in this department.

Given under my hand and the seal of the department of state the day and year first above written.

[L. s.]

T. S. ANDERSON,  
*Secretary of State.*

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No. 4.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, January 20, 1858.*

SIR: Enclosed herewith I transmit a copy of the Indian agent's report to the superintendent of Indian affairs. By it you will perceive he has attributed the robberies, murders, and thefts in Texas to parties of Indians who in summer receive, on the Arkansas river, presents of arms and ammunition. The agent (Major Neighbors) represents those Indians to be Comanches, Kioways, and Kickapoos, and to be the depredators on the Texas frontier, and are the same

Indians that receive arms and ammunition on the Arkansas river. One of the guns I have in my possession. As I do not understand the policy of the government in arming those Indians who, it is notoriously known to be those that are harassing the Texas frontier, I do not complain of it, but think 't strange that such things are. The losses for the last six months on the frontier are estimated at six hundred horses, some six or eight of the inhabitants killed, and other property destroyed amounting to \$60,000 or \$100,000.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,

*Bvt. Major General U. S. A., Commanding Dep't.*

*Lieut. Colonel L. THOMAS,*

*Assistant Adjutant General U. S. A.,*

*Headquarters of the Army, New York city.*

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SAN ANTONIO, TEXAS,

January 17, 1858.

SIR: Owing to the want of mail facilities, I have been compelled to delay my usual quarterly reports until my arrival at this point.

In my last report, soon after my arrival at Brazos agency, I called your attention to the very serious Indian depredations committed on our citizens residing on the waters of the Brazos and Colorado rivers, about 150 miles below the Indian agencies, in which I notified you that a large portion of the depredations and murders, viz, the murder of the two Kenfros, had been traced to the Kickapoos, and that they had stolen a large number of horses. It appears by after investigations that the horses stolen from Mr. Mullens, near the mouth of Pecan bayou, and the murder of Mr. Davis, is attributable to a band of northern Comanches, (viz, Noconeas and Kioways.) They stole from Comanche reserve and the citizens in the neighborhood, about the same time, about fifty head of horses. Ka-tem-e-see, principal chief, sent a small party to follow the trail, who went into their camp on the middle fork of Red river; but they refused to return the horses, although the party saw several of the horses that were stolen near the reserve. They arrived in their camp at that time with one hundred and ten head of stolen horses. Major Van Dorn, with a large force, followed the trail of those horses as far as the Canadian river, but failed to overtake them, they having travelled from 75 to 100 miles between camps from the time they left the settlements until they crossed the line of the State of Texas. He stated in his official report that there was evidence found at several points to prove that they were Kioways; and I have full proof, through the Indians at Comanche agency, that the Comanches were with them.

A party of our citizens with the second An-ah-dah-ko chief followed the trail of the horses stolen on the waters of the Leon, a branch of the Brazos, and in addition to the description of the dress by those who saw them, several articles were found on the trail which convinced the An-ah-dah-kos fully that the Kickapoos were the parties

who murdered the two Kenfros and stole the horses from that neighborhood.

On the 2d day of January, another party of eight or ten Comanches and Kioways were seen passing within eight miles of Comanche agency with about 50 head of stolen horses, who stated to the reserve Indian who saw them that they had got the horses from the Leon, near the head of Bosque. The weather was so unfavorable, there having been a very heavy fall of snow during the night after they passed, that they could not be followed. On the 5th of January, on my way down, I learned that they, the Indians, had attacked the house of a Mr. Johnson, killed him, one other man, a negro man, and carried his son into captivity; and I learn, from various sources, that there have been, during the past three months, a number of other minor depredations, and I am fully convinced that they can all be traced to the same parties, viz: Kickapoos, Kioways, and the middle or more northern Comanches; and in no case, although the subject has been as fully investigated as it was possible to do, can I trace any connexion between these depredatory parties and the Indians settled on the reserves, but in all cases I have found them willing to give what information they could obtain and assist as far as possible in protecting the frontier against those outside bands, who have been engaged in the latter depredations, and there can be adduced from the Comanche reserve, positive proof to convict the middle Comanche bands, viz: No-co-nees and Ten-a-wish, who inhabit the region near the Wichita mountains, and the Kioways, with the depredations traced to them, and from the An-ah-dah-kos and other Indians, together with the evidences of a number of our most respectable citizens, to convict the Kickapoos, who reside somewhere on the borders of the Creek nation near the Canadian fork of the Arkansas, of the murder of Mr. Skidmore in 1855, and of the depredations lately traced to them, viz: The killing of the two Mr. Kenfros, and the stealing of a large number of the horses taken from the Leon fork of the Brazos river.

To sum up, the whole on investigation shows that there have been stolen and driven off from our frontier since the 1st of November about 600 head of horses, and that seven persons have been killed or captured by Indians in same time, viz: one Mr. Davis, two Messrs. Kenfro, two Messrs. Johnson and man, one Mr. Johnson's negro, and one Mr. Johnson's son taken captive. The amount of property destroyed and driven off is estimated by our citizens at at least \$60,000, without taking into consideration the lives that have been sacrificed.

This subject requires your serious consideration, and absolutely demands that you should inquire into the causes that have produced a state of things so contrary to the usual peace and quiet that has prevailed on our frontier for the last three years or since the establishment of the reservations and the settlement of the Indians proper of Texas. In order to save a repetition and the necessity of extending this report, I beg leave, most respectfully, to refer you to the views and suggestions contained in my several reports in regard to the Indians bordering on our frontier, "their starving condition," &.,

&c., and the absolute impossibility of preventing an annual recurrence of the serious inroads made upon our exposed frontier settlers and their property until the general government should procure them a permanent home, supply their actual necessities, and place them under proper control.

You will find this subject discussed in every annual report that I have made since I have had the honor of being an agent of the general government, and I must be permitted here to say that the late depredations are attributable more particularly to the fact that the government has entirely failed in making suitable provisions for those bands of Indians and placing them under proper control, when the Indians themselves have repeatedly agreed to the measure, than to any failure on the part of the Indian agents of Texas or the military authorities to perform faithfully the duties intrusted to them.

By the treaty made with the Choctaw and Chickasaw Indians a large reserve was obtained, and Congress, at its last session, appropriated fifty thousand dollars to settle those bands of Indians on that reserve. In March last that subject was brought fully before your department, and ample reasons urged by the representatives of Texas, at Washington, why that measure should be at once consummated; but up to the present time I can hear of no measures that have been adopted for the control of those Indian bands by the superintendent and agent to whom that duty was assigned, or of relieving the Texas frontier from a recurrence of the serious depredations that have been committed this fall.

The consequence is that the agents of Texas are liable to continual censure by the citizens of the State, the friendly Indians on the reserves brought into jeopardy, and unless measures are adopted at an early date to relieve our frontier from the forays of the depredating bands it will be impossible to prevent the people of Texas from making an indiscriminate war upon the Indians, that will endanger the peace of our whole frontier.

There are now settled down at Brazos agency 1,012 Indians, and at Comanche agency 381 Comanches. Is it better to maintain those Indians under good control in their present condition, when they are in a fair way to subsist themselves, and are rapidly advancing in the arts of civilized life? or shall they again be driven to their former roving and predatory habits because other Indian bands on our borders are unrestrained and permitted to depredate at pleasure? This will be the inevitable result if measures are not at once adopted to arrest the depredators and protect the whites from their frequent forays; and as Congress has apparently placed the necessary means at the disposition of your department, I can see no good reason why measures have not ere this been adopted for that purpose. Although your department has been notified frequently that the northern bands of Comanches, Kioways, &c., were hostile, and, in addition to their attacks on our frontier settlers, rendering our roads across the State to El Paso unsafe for travellers, as well as the transportation of the mails, they have received their annual presents at Fort Atkinson, amongst which was a portion of arms and ammunition, thus arming

them the better for their attacks. It is certainly time that this policy should be abandoned, and active military measures adopted to coerce those hostile bands into subjection, and to force them to abandon their predatory habits; and I would again urge this subject upon your immediate attention.

As it appears clear that all the Indian depredations this fall have been committed by Indians who do not properly belong to the State, but intruders from the United States Indian Territories, our citizens are preparing their papers, and claims will be urged against the general government for indemnity for the losses they have sustained.

Hoping that you will give the subject your early attention, and that measures will be immediately adopted to relieve our frontier from those hostile attacks,

I am, very respectfully, your obedient servant,

ROBT. S. NEIGHBORS,  
*Supervising Agent Texas Indians.*

CHARLES E. MIX, Esq.,  
*Acting Commissioner of Indian Affairs,  
Washington, D. C.*

No. 5.—*General Twiggs to Army Headquarters.*

HEADQUARTERS, DEPARTMENT OF TEXAS,  
*San Antonio, January 30, 1858.*

SIR: Herewith is transmitted an account of Indian depredations near and south of Belknap. All the disposable force of cavalry from camp Verde, Fort Mason, camps Colorado and Cooper have been ordered to that part of Texas, leaving other portions of the frontier in some measure unprotected. That is all I can do with the present force. This is the first time in a number of years that the Indians have committed depredations in that vicinity.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,  
*Bvt. Major General U. S. A., Commanding Dep't.*  
Lieut. Colonel L. THOMAS,  
*Assistant Adjutant General,  
Headquarters of the Army, New York city.*

[From the Austin Intelligencer.]

THE INDIANS.—Captain John H. Conner, who had been appointed by Governor Pease to look after the recent Indian depredations, came to town yesterday and made a report of some skirmishes in which he had one man wounded, and killed "one Indian that he got" and perhaps one more. Five citizens of Brown county have been killed,

and 326 horses driven off. The frontiersmen are retreating to the settlements, and the greatest consternation prevails.

A meeting was held on Monday night at Smith's hotel, at which Captain Conner detailed the facts, and Colonel J. M. Adams confirmed them. Colonel Forbes Britton, General Hugh McLeod, A. J. Hamilton, and H. C. Knight, also made some stirring speeches. Enthusiastic resolutions were passed calling upon the legislature for aid.

A bill passed both branches of the legislature yesterday authorizing the governor to call out one hundred rangers for the protection of the frontier and appropriating \$70,000 for the purpose.

This is a step in the right direction. What with the Utah war and Kansas, the United States fails to afford Texas the protection necessary to save the scalps of our citizens. Let us therefore protect ourselves and charge the bill to Uncle Sam.

The legislature has nobly performed its duty; let the governor see to getting the right sort of men.

If the thing must occur, we think it fortunate that it occurred while the legislature is in session.

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#### No. 6.—*Joint Resolution.*

Whereas it is a fact ascertained to the satisfaction of the governor that the depredations committed upon the frontier citizens of this State are done chiefly by United States Indians, who enter our territory about the junction of the larger Wichita and Red rivers, near which there is no military station or post: And whereas it is believed by many well-informed citizens living on the frontier that the Comanche and other Indians who are fed by the United States, on the Texas Indian reserve, are also directly or indirectly engaged with them in their hostile forays, which is rendering the civilizing and feeding policy of the government unpopular, if not useless, which would not be so if it were efficiently carried out; therefore,

*Be it resolved by the legislature of the State of Texas,* That the governor be, and he is hereby, requested to urge upon the authorities of the federal government at Washington the great necessity of the immediate establishment of a permanent military post as near the junction of the larger Wichita and Red river as practicable, and that the Indian agents in charge of the Indians on the Texas Indian reserve be instructed to require every male Indian over the age of twelve years to be upon the reserve, under his control, every day, unless such Indian or Indians have his special written permission to be absent; and that such agents be instructed not to permit any Indian or Indians to be absent from said reservations by special permission more than three days at any one time, unless they are accompanied by some white man or men, to be sent with them by him, to prevent them from committing depredations on the citizens of the country, or communicating with other Indians not known to be at peace with Texas; or sent with white men as guides, hunters, &c.,



or sent by said agents as spies or express-bearers; and that the agents be required to enforce these instructions; and that the government furnish and keep constantly at each reserve a sufficient military force to enable the agents to carry out such instructions; and that our senators and representatives in Congress be requested to co-operate with the governor in accomplishing the objects of this resolution; and that the governor be requested to furnish each of them and the President and the Secretary of War and Secretary of the Interior of the United States with a copy of the same.

Approved January 29, 1858.

DEPARTMENT OF STATE,  
*Austin, Texas, February 1, 1858.*

I, the undersigned, secretary of state of the State of Texas, do hereby certify that the above and foregoing is a correct copy of the original joint resolution on file in the department of state.

Given under my hand and the seal of the department of state, the [L. S.] day and year first above written.

T. S. ANDERSON,  
*Secretary of State.*

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No. 7.—*Governor Runnels to General Twiggs.*

EXECUTIVE DEPARTMENT,  
*Austin, February 2, 1858.*

SIR: I have the honor to transmit to you the instructions I have issued to Captain John S. Ford, commanding Texas frontier. In the course of a few days the additional one hundred men he has been ordered to raise will be in the field, which will augment his command to one hundred and ninety men.

In the present exposed condition of the frontier, I deem the services of these troops indispensable for the purpose of protection. In view of these facts, I tender them to the government, through you, and request that they be recognized and mustered into the service of the United States. Should this offer be declined, I request, at least, that the co-operation of the officers and others under your command be secured in aiding Captain Ford in the discharge of the duties with which he is intrusted.

H. R. RUNNELS.

To Brevet Major General D. E. TWIGGS,  
*Commanding Department.*

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EXECUTIVE DEPARTMENT, *January 28, 1858.*

You will take immediate command of the troops in the service of the State of Texas, called out to protect the frontier.

You will organize the one hundred additional men, to assimilate

as near as can be with the organization of volunteers in the service of the United States. When the organization is completed, you will proceed without delay to take post at some suitable point on the frontiers, and establish your headquarters. The men raised by the State will be disposed in the manner you conceive most conducive to the effective protection of the exposed frontier settlements.

In all matters pertaining to your duties as commander of the State troops, you will co-operate with the officers of the regular army, if expedient, convenient, or practicable; also with the Indian agents. The interests of the frontier require the existence of a good understanding between the officers of this State and those of the United States, as well as concert of action when it can be had without detriment to the efficiency or the good of the State service.

Of course you will not be expected to submit to any improper interference in the execution of your duties, from any quarter, yet, at the same time you are required not to intermeddle with the affairs of others in matters outside your line of duty. Your position in this respect will be one of some delicacy, but I hope your sense of duty, your desire to be useful to the State, and your judgment, will be sufficient to steer you safely through any difficulty.

I impress upon you the necessity of action and energy. Follow any and all trails of hostile or suspected hostile Indians you may discover, and if possible overtake and chastise them if unfriendly.

Your powers in regard to supplying the troops will be co-extensive with the law; any legal contract you may make in this connexion will be recognized and approved by me. As regards the details of the service, the number of pack mules, the quantity of medicine, the number of guides, &c., I cannot give you any definite instructions. The law, a just regard for economy and the public good in matters pertinent to the service, must govern you. You are clothed with the full and complete command of all the State troops now in the service, and of all to be called out in contemplation of the law of January 28, 1858—subject, of course, to my orders alone. In virtue of your commission, and my orders as commander-in-chief of the militia of Texas, all officers now in the service of the State, or to be hereafter elected, in accordance with the law of January 28, 1858, or any other law, will act in obedience to your orders until otherwise directed by me.

H. R. RUNNELS.

JOHN S. FORD,

*Senior Captain Commanding Texas Frontier.*

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No. 8.—*General Twiggs to Governor Runnels.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, February 7, 1858.*

SIR: I have the honor to acknowledge the receipt of your letter the 2d instant, enclosing a copy of your instructions to Captain Ford, and have to say, in reply, that there is no authority by which I can accept the services of the company of State troops without first referring

the matter to the War Department; this reference will, however, be immediately made.

The commanding officers of the several posts in the section of country in which the State troops may be serving will be directed to co-operate with them as far as possible.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General, U. S. A., Commanding Department.*

His excellency the GOVERNOR OF TEXAS, *Austin Texas.*

No. 9.—*Acting Governor Anderson to the President.*

EXECUTIVE OFFICE,

*Austin, Texas, March 20, 1858.*

SIR: I have this day received information from the Hon. Guy M. Bryan, that all the military force of the United States now stationed in Texas, will probably be removed from our frontier at an early day.

I have the honor to request that your Excellency will, (in the event of the contingency alluded to,) authorize the executive of this State to call into the field, immediately, and for such a length of time as may be necessary, a force which will be adequate to the protection of the extensive frontier of Texas.

I feel that your Excellency cannot fail to perceive the absolute necessity of the course suggested. Hostile tribes of Indians have always "infested" and continue to infest the whole of the northern and western frontier of Texas, and nothing save the actual presence of an efficient military force can afford any protection or security whatever to the citizens of Texas residing on and near that border.

I deem it unnecessary to give further reasons at present for the exercise of that power with which you are vested, but most earnestly request your Excellency's prompt action in compliance with the wishes I have expressed, immediately upon the happening of the emergency referred to.

I am, sir, with sentiments of much esteem,

T. S. ANDERSON,

*Secretary of State and Acting Governor.*

His Excellency JAMES BUCHANAN,

*President of the United States, Washington, D. C.*

No. 10.—*The Secretary of War to Acting Governor Anderson.*

WAR DEPARTMENT, *Washington, April 19, 1858.*

SIR: I have the honor to inform you in answer to your communication of the 20th ultimo stating that you had been informed that all the military forces of the United States now in Texas are to be removed at an early day, and requesting, in that event, that the executive there

may be authorized to call into the field immediately a force sufficient to protect the frontier from the hostile Indians; that it is believed that the regiment of mounted volunteers authorized to be raised for service in your State under act of April 7, 1858, will be sufficient to replace the second regiment of cavalry, ordered from Texas to Kansas.

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

Hon. T. S. ANDERSON,  
*Secretary of State and Acting Governor, Austin.*

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No. 11.—*General Twiggs to the Adjutant General.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, June 2, 1858.*

COLONEL: I have the honor to report my arrival at the headquarters of the department yesterday, and assumed command.

Enclosed I send you the report of the commander of the Texas troops of an action with the Indians, (Comanches,) in the limits of the Cherokee country.

D. E. TWIGGS,  
*Brevet Major General U. S. A., commanding department.*  
Colonel S. COOPER,  
*Adjutant General, U. S. A.*

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HEADQUARTERS TEXAS RANGERS,  
*Camp Runnels, May 22, 1858.*

Gov. RUNNELS: I have the honor to report that on the 22d of April I made a forward movement from this camp at the head of one hundred and two men, including officers, non-commissioned officers, privates and guides. I also had two wagons, one ambulance, and fifteen pack mules.

At the Cottonwood Springs I was joined by Captain S. P. Ross and one hundred and thirteen Indians of the Brazos reservation. We directed our march upon Red river, reaching and crossing that stream on the 29th. The command marched up the valley of the river, made frequent halts, and sent out spies and detachments to make frequent reconnaissances of the surrounding country. This plan of operations was continued until the 7th of May, without discovery of any very recent Indian sign. We then determined to march in the direction of the Wichita river, a branch of which was reached on the 8th of May. Our spies reported a large trail leading down the country. We followed it for two days. On the evening of the 10th the spies brought in a couple of Comanche arrow-heads, extracted from a buffalo found wounded, which they killed. Convinced that we were now in the vicinity of a large body of the enemy, every precaution was taken to avoid being discovered, and every possible exertion made to find their

camp. Had we succeeded in the latter, we should have moved near it in the night, and just before daylight sent in a party of our Indians to *stampede* the horses, and we should have attacked the enemy immediately. On the 11th the spies reported having seen Comanches running buffalo, and they likewise had gotten a correct notion of the course of their camp, by watching pack animals as they transported buffalo meat to it. I prepared to move upon the enemy without delay. I left a small guard at my camp, and at 2 o'clock p. m. marched with one hundred Americans and Captain Ross' command of one hundred and thirteen friendly Indians. When we reached the Fort Smith and Santa Fé road we saw Comanches moving about in the valley beyond the "divide," apparently unconscious of our proximity. When they had gone we resumed our march, confining ourselves to the low grounds and ravines, to keep out of sight. We halted at dusk, camped, and sent forward some Indians to overtake our Keechi spy and trailer. Unfortunately they missed him and he remained outside of camp until daylight on the morning of the 12th, when he joined us on the march. Our plan was frustrated, and we were compelled to march upon the foe in open day. The pursuit was made most of the time at a gallop. At 7 o'clock a. m., a small camp of five lodges was discovered and taken. The Toncahua Indians remained, demolished the camp, took some prisoners, and mounted their footmen. Two Comanches fled towards the Canadian, and were followed by the whole command at nearly full speed. After a run of three miles, a large encampment was visible from a hill top about three miles distant, and on the Cherokee side of the Canadian.

We saw the two Comanches passing the river, and followed at a run, crossing the stream without holding up, and reached the camp just after they had given the alarm. Captain Ross led his Indians between the lodges and the river, and they engaged the enemy. I halted for a moment for my men to come up, and then gave the order to charge the camp, which was executed promptly and gallantly. The Comanches intended to have made a stand at this point; the rangers pressed them closely and they fled in every direction. The right wing, in charge of myself and Lieutenant William A. Pitts, moved straight through the camp and poured in a galling fire upon the retreating enemy. Lieutenant Allison Nelson in command of the left wing, assisted by Lieutenant James H. Tankersley, and Lieutenant William G. Preston, charged to the left, and pursued the flying Comanches with vigor and effect. In the mean time, the head chief, Iron Jacket, had ridden out in gorgeous array, clad in a coat of mail, and bore down upon our red allies. He was followed by warriors and trusted for safety to his armor. The sharp crack of five or six rifles brought his horse to the ground, and in a few moments the chief fell riddled with balls. Our Shawnee guide, Doss, and Jim Pockmark, the Anadarco captain, claim the first and last wounds. The fight was now general, and extended very soon over a circuit of six miles in length, and more than three in breadth. It was, in fact, almost a series of single combats. Squads of rangers and Indians were pursuing the enemy in every direction. The Comanches would occasionally halt and endeavor to make a stand, however their efforts were

unavailing, they were forced to yield the ground to our men in every instance. The din of the battle had rolled back from the river, the groans of the dying, cries of frightened women and children, mingled with the reports of fire-arms and the shouts of men, as they rose from hill-top, from thicket, and from ravine.

The second chief had rushed into the conflict with the friendly Indians. A shot from the Shawnee captain, Chul-le-qua, closed his career. The Comanches, between the camp and the river, were all killed or driven from the field, and our red allies sent up a wild shout of triumph. By direction of Captain Ross a portion of them held the camp of the enemy.

The rangers and the friendly Indians still pressed the Comanches, nor did they stop pursuing until their falling horses admonished them that they could do no more. Between 12 and 1 o'clock the firing had almost ceased, and squad after squad of the troops were returning to the Comanche camp, bringing with them horses, prisoners, and other trophies of victory. Captain Ross had very properly suggested to Lieutenant Nelson the propriety of keeping the men well together, and when I returned from the pursuit I found a large proportion of the men drawn up in order of battle.

The Comanches had another large encampment three or four miles above on the Canadian. They had heard the firing, embodied and threatened to charge us. They were evidently playing for an advantage and their manœuvres induced our Indians to believe them very strong. Our allies proposed to draw them out, and requested me to keep my men in line to support them if necessary. The Comanches descended from the hill to accept their proffered invitation. With yells and menaces, and every species of insulting gestures and language, they tried to excite the reserve Indians into some act of rashness by which they could profit. A scene was now enacted begging description. It reminded me of the rude and chivalrous days of knight errantry. Shields and lances, and bows and head dresses, prancing steeds and many minutiae were not wanting to complete the resemblance. And when the combatants rushed at each other with defiant shouts nothing save the piercing report of the rifle varied the affair from a battle field of the middle ages. Half an hour was spent in this without much damage to either party. A detachment of rangers was advanced to reinforce the friendly Indians, and the Comanches quitted the field, and the imposing pageant vanished from the view, like a mimic battle upon the stage.

It was determined to leave the Indians in possession of the prisoners and captured horses, and to hurl the rangers upon the Comanches. My men made a forward movement, if not with the precision of practiced veterans, yet with as much coolness and bravery. The enemy instantly began to retreat. I directed Lieutenant Pitts to show himself and detachment upon the hill with the intention to steal upon them. Lieutenant Nelson anticipated me and passed around the base of the eminence at a run. The unfortunate arrival of the Toncagua Indians upon our left flank prevented the complete success of the manœuvre. The Comanches broke and fled in various directions. We pursued as fast as our jaded horses could carry us. After a run

of two and a half or three miles, I saw we could effect no more, and called off the men. In this second conflict the enemy lost seven killed and left on the ground, and several wounded. Our loss was one Waco Indian killed, and one ranger wounded, (George W. Paschal, jr.) It was now 2 o'clock p. m., and we had been running our horses most of the time since 7 o'clock a. m. I determined to march to my camp that night, fearing the Indians might ascertain its locality and overpower the weak guard I left to protect it. We learned from a captured woman that Buffalo Hump was twelve miles below us with a considerable body of warriors, and we knew fugitives had reached his camp and notified him of our presence.

The forces of the enemy in these two engagements amounted to upwards of three hundred. The captured camp had seventy lodges and fires. The other party numbered over one hundred. Our entire force was two hundred and thirteen. The loss of the enemy ascertained by actual count, of those remaining on the field, was as follows: first engagement, killed 69; second engagement, killed 7; total 76.

Our loss, first engagement, killed 1; wounded, 2; second engagement, killed 1; wounded 1; total killed, 2; wounded, 3.

The enemy had many wounded, but it was impossible to ascertain the number, and therefore no guess at it will be made. We captured over three hundred head of horses; most of them are in possession of the friendly Indians; some fifty or sixty are in the hands of my men. There are few, if any, American horses among them. We took eighteen prisoners, mostly women and children.

For further particulars in regard to the operations of the left wing I beg leave to refer you to the report of Lieutenant A. Nelson.

A Mexican boy was taken prisoner, and told a Mexican muleteer that the Comanches were drying and packing meat to make a campaign against the whites and Reserve Indians. It may not be true, though the bales of dry meat were there to show for themselves. The Mexican escaped the night of the twelfth.

I am under weighty obligations to Captain S. P. Ross for his valuable advice and cordial co-operation during the expedition. He did much to render it successful. I beg leave to recommend to your favorable notice Lieutenants Nelson, Pitts, Tankersley, and Preston. They performed their duties promptly, cheerfully, and ably. The conduct of the men of my command was characterized by obedience, patience, and perseverance. They behaved, while under fire, in a gallant and soldier like manner, and I think that they have fully vindicated their right to be recognized as Texas Rangers of the old stamp. I could point out many instances of chivalrous daring on their part during the engagements, but where all have done their parts well, nobly well, distinctions would be invidious.

In justice to our Indian allies, I beg leave to say they acted their part with zeal and fidelity, and they behaved most excellently on the field of battle. They deserve well of Texas, and are entitled to the gratitude of the frontier people.

About two o'clock we took up the line of march for camp. In a little while signal smokes of the Comanches were shooting up from different quarters. They indicated flight. Our horses were worn

down by service, our rations of meat had been exhausted several days, and there appeared but little prospect of effecting anything by remaining longer; therefore it was decided to leave on the morning of the 13th for Camp Runnels, which we reached on the 21st, after an absence of thirty days.

Accompanying is a map defining our line of march. This expedition has decided several questions. Indians can be pursued and caught in the buffalo region; the country beyond Red river can be penetrated and held by white men, and the Comanches can be followed, overtaken, and beaten, provided the pursuers will be laborious, vigilant, and are willing to undergo privations.

The two wagons and ambulance were broken down, and abandoned on the homeward march. They answered a valuable purpose.

I am at a loss to know what to do, and am awaiting orders.

I have the honor to be your obedient servant,

JOHN S. FORD,

*Captain Commanding Texas Frontier.*

H. B. RUNNELS,

*Governor of Texas, Austin, Texas.*



CAMP RUNNELS, *Texas, May 21, 1858.*

SIR: In obedience to orders, I submit a report of the action of the left wing of your command, which you placed under my command, in the two engagements with the Comanche Indians on the 12th instant, on the north side of Canadian river.

In the first engagement the left wing, composed of my own and Lieutenants Tankersly and Preston's detachment, moved in connexion with the right in the charge on the enemy's camp, until the chief, Iron Jacket, was slain, when I discovered the enemy were abandoning their camp and escaping over the hills and through the ravines to my left. I directed the left wing so as to intercept their retreat. Lieuts. Tankersly and Preston, anticipating my design, extended the line by a flank movement to the left. The enemy now abandoned all attempts to make a stand, and fled for life. The pursuit was arduous, and continued for three miles, when I considered further pursuit as promising no material results; and the men being very much scattered, I called them off and returned to the enemy's camp, where we were soon after joined by yourself. The known loss of the enemy in this engagement with the left wing was nine killed, two wounded, three prisoners, and two large droves of horses and mules.

I regret to have to report the loss of private Robert Nickel, of my detachment, who became separated in the ardor of pursuit from his comrades, and was killed by a party of six of the enemy. Private Searcy, also of my detachment, had his horse killed, and narrowly escaped after killing two of the enemy.

It affords me pleasure to bear testimony to the gallantry of both officers and men under my command. The only distinction perceptible in the ardor of the entire command was the relative speed of



their horses. My acknowledgments are due to Lieutenants Tankersly and Preston for their able and efficient support, and the gallant manner in which they brought up the extreme left at a very opportune moment, thereby contributing materially to the success of the movement intercepting the enemy's retreat.

In the second engagement, when the enemy, after being reinforced, showed themselves in considerable force on the hill west of the village, (then in our possession,) the left wing moved on in connexion with the right until masked from the enemy by an intervening ridge, when it was detached by an oblique movement to the left, and moved around the base of the ridge. Seeing you favored the movement by moving slowly forward in a direct line over the ridge in full view of the enemy, I indulged sanguine hopes of falling on the enemy's right flank by surprise. This movement was attended with only partial success, owing to the impetuosity with which a small party of our allies, the Toncahua and Waco Indians, came dashing across the river to join us, they having been prevented from joining us earlier from being engaged in taking the first camp of the enemy, some five or six miles south of the river. The loss of the enemy that came under my knowledge in this engagement was seven killed, and two known to be wounded. I regret to have to report the loss of one of our allies, a Waco Indian, a gallant fellow, who fell gallantly charging the enemy after having exhausted his arrows.

In this, as in the first engagement, both officers and men under my command bore themselves gallantly, and as men sensible they had to maintain the character of "Texan Rangers."

In closing this report, sir, permit me to congratulate you on the signal success attending your efforts to hunt down and chastise this roving enemy, that has hitherto baffled all attempts to visit merited chastisement by carrying the war into his own camp. The beneficial results do not stop with the signal punishment inflicted. It demonstrates the practicability of following the enemy with white men, well provided with subsistence transported by wagons, to the fastnesses from which they have hitherto sallied forth to rob and murder on our frontiers with impunity.

They have relied on their inaccessibility, until even many of our own people had come to believe it. This prestige you have destroyed, which alone would be a success of material importance.

In conclusion permit me to tender you my warmest acknowledgments for the uniform kindness, and courtesy, and confidence with which you have seen proper to honor me.

I have the honor to be, very respectfully, your obedient servant,

A. NELSON,

*2d Lieutenant of Texas Rangers.*

Captain JOHN S. FORD,  
*Commanding Texas Rangers.*

No. 12.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, July 6, 1858.*

SIR: The second cavalry remains at or near Belknap. If they are intended to be placed under the orders of the department commander for the defence of this frontier, I would respectfully recommend a change of policy with the Indians. For the last ten years we have been on the defensive. I would suggest that it would be better not to detach the regiment to the posts as formerly, but send two detachments (say, four companies each) into the Indian country, and follow them up winter and summer; thus giving the Indians something to do at home and taking care of their families, and they might possibly let Texas alone. I think the experiment worth making. Guides and trailers, I am informed by the agent, can be had from the Indian reservations in Texas.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,  
*Brevet Major General, U. S. A., commanding department.*

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No. 13.—*General-in-Chief to General Twiggs.*

HEADQUARTERS OF THE ARMY,  
*West Point, New York, July 22, 1858.*

GENERAL: I am instructed by the general-in-chief to say, in answer to your letter of July 6th, suggesting a plan of sending the 2d regiment of cavalry into the Indian country, to follow up the Indians, winter and summer, that in General Orders No. 18 you were authorized to make such change in the disposition of the 2d cavalry as the state of the service or our Indian relations might require.

Under this discretion, if you are of opinion the inhabitants of Texas can be better protected by the troops under your command in the way you suggest than in any other, you have the necessary authority for the purpose. In doing so, the general desires you will carefully consider the question of supplies.

I have the honor to be, very respectfully, your obedient servant,

IRVIN McDOWELL,  
*Assistant Adjutant General.*

Brevet Major General D. E. TWIGGS,  
*Commanding Department of Texas, San Antonio, Texas.*

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No. 14.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, July 27, 1858.*

SIR: By Department Order No. 18 you will find I have made a disposition of the second cavalry companies on this frontier. I respect-

fully ask permission of the general-in-chief to detach three or four companies, in the fall, to leave on the 15th of September, to go into the Indian country and follow up the Comanches to the residence of their families; this command to remain some three or four months, or until spring. It is necessary to have the orders of the general-in-chief, as the command might find it necessary to follow the Indians into another department.

I intend, if the permission is given, to put the command under Major Van Dorn, as I have every confidence in his capacity and energy to conduct such an expedition.

The second cavalry, being concentrated at Fort Belknap, has, in my opinion, restrained the Indians from retaliating on the settlements for the attack on them by the Texans lately.

I again would respectfully represent that, in my opinion, one or two topographical officers might be very usefully employed in this department.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General U. S. A., commanding department.*

Lieutenant Colonel L. THOMAS,

*Assistant Adjutant General U. S. A.,*

*Headquarters of the Army, West Point, N. Y.*

P. S. The above movement on the plains will involve no additional expense, as the public mules and wagons can be used for transportation.

D. E. TWIGGS,

*Brevet Major General U. S. A.*

No. 15.—*General Twiggs to the Adjutant General.*

HEADQUARTERS DEPARTMENT OF TEXAS,

*San Antonio, August 9, 1858.*

SIR: Your letter of the 24th July, enclosing one from the headquarters of the army, is received. In reply, I beg leave to transmit a copy of my letter to army headquarters of the 4th of August, which will give my views more in detail. For the last ten years the troops in this department have been acting mostly on the defensive. The Indians will not remain quiet, and they must be made to feel the power of the United States. An expedition like the one I proposed can be made without any additional expense, and I think if it remained in the Indian country for some time it would give quiet to this frontier. The post about to be established on the Rio Grande, where the El Paso road strikes the river, is of great importance. It will give security to emigrants and to the mail. Two companies of infantry will occupy that position so soon as arrangements can be made.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General U. S. A., commanding department.*

Colonel S. COOPER,

*Adjutant General U. S. A., Washington, D. C.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, August 4, 1858.*

SIR: If I am permitted to send a command into the Indian country, my plan is this: To send three companies of cavalry into the Indian country with guides (Indians from the reservations) to where their families reside; one company of cavalry and fifty infantry to follow on with a train of wagons with provisions, the animals to rely on grazing. This command to open a road as far as they go. The mounted force to get their supplies from this train, and to remain in that country some three or four months, and indeed until spring, if practicable. This, I think, will give security to the Texas frontier, and enable us to give up the defensive as we have now necessarily to resort to. Not a dollar additional need be expended, as the public transportation will be sufficient.

Very respectfully, your obedient servant,

D. E. TWIGGS,  
*Brevet Major General U. S. A., commanding department.*  
 Lieutenant Colonel L. THOMAS,  
*Assistant Adjutant General,*  
*Headquarters of the Army, West Point, N. Y.*

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16.—*The Adjutant General to General Twiggs.*

ADJUTANT GENERAL'S OFFICE,  
*Washington, July 24, 1858.*

GENERAL: The enclosed letter from the headquarters of the army was sent to this office to be submitted to the Secretary of War. In forwarding it, with the Secretary's approval, I am directed to advert to two communications addressed to the War Department on the subject of affairs in Texas. One relates to the establishment of a post near the junction of the Red and Great Wichita rivers; the other to the pursuit of Indians living outside the limits of Texas, who commit depredations on citizens of Texas, the pursuit to be regardless of the limits of the military department, and also to protecting the Indian agents and Indians living on the Texas reservations. All these measures are urged upon the Secretary of War, who, at the same time that he conceives them to be within the authority already given to you by the general-in-chief, would be glad to have your views in relation to them, that he may reply understandingly to such communications.

I have the honor to be, general, very respectfully, your obedient servant,

E. D. TOWNSEND,  
*Assistant Adjutant General.*  
 Brevet Major General D. E. TWIGGS,  
*United States Army, Commanding Department of Texas.*  
*San Antonio, Texas.*

HEADQUARTERS OF THE ARMY,  
*West Point, New York, July 22, 1858.*

GENERAL: I am instructed by the general-in-chief to say in answer to your letter of July 6, suggesting a plan of sending the 2d regiment of cavalry into the Indian country to follow up the Indians winter and summer, that in general orders No. 18 you were authorized to make such change in the disposition of the 2d cavalry as the state of the service or our Indian relations might require. Under this discretion, if you are of opinion the inhabitants of Texas can be better protected by the troops under your command in the way you suggest than in any other, you have the necessary authority for the purpose. In doing so the general desires you will carefully consider the question of supplies.

I have the honor to be, very respectfully, your obedient servant,  
IRVIN McDOWELL,  
*Assistant Adjutant General.*

Brevet Major General D. E. TWIGGS,  
*Commanding Department of Texas, San Antonio, Texas.*

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No. 17.—*Governor Runnels to the Secretary of War.*

EXECUTIVE OFFICE,  
*Austin, July 10, 1858.*

SIR: Enclosed I have the honor to forward you a copy of a letter, addressed to General Twiggs, to which I would respectfully call your attention at your earliest convenience. The disbandment of the little band of rangers which has been stationed on the frontier will take place about the 1st of August, and I fear will occasion great consternation and alarm to the exposed settlements, unless prompt action should be taken by the general government in substituting an active and effective force in their stead.

I would also ask leave to call your attention to a joint resolution forwarded you last winter in regard to the establishment of a military post at or near the junction of the larger Wichita and Red river. This point is on or near the great thoroughfare traversed by the northern Indians in making their descent on the settlements near to and in the vicinity of the Indian reserves. If established and provided with an active and energetic though it might be a small force, there is scarcely a doubt to be entertained of the salutary influence it would exercise in restraining the wild and predatory bands north of Red river. The resolution on this subject was recommended by me to the legislature, after the most thorough investigation I had been able to give the subject; and I must think it well worthy of the consideration of the department, in providing the means of defence against the hostile incursions to which that frontier is subject.

I have the honor to be, very respectfully, your obedient servant,  
H. R. RUNNELS.

Hon. JOHN B. FLOYD,  
*Secretary of War.*

EXECUTIVE OFFICE, *Austin, July 9, 1858.*

SIR: I have the honor herewith to forward you the enclosed copy of an order to Captain John S. Ford, commanding Texas Rangers, stationed in the vicinity of Fort Belknap, for the protection of the frontier against the Indians.

I am not without great apprehension that, on the removal of that command from the frontier, disturbances equally and perhaps of a more serious character than those which induced it to be stationed there in the first place will arise, as soon as intelligence of the fact shall become known to the Indians, now the more exasperated because of the recent retribution visited on them for the many outrages perpetrated during the last winter and spring; unless its place can be promptly supplied by an efficient and adequate force of the general government, an abandonment of their homes and property may be confidently looked for, and result in the most irreparable injury to our citizens of the frontier. I therefore take the liberty of addressing you, as the commander of this military department, trusting in the hope that you will give such order and direction to the force under your command as may be best calculated to avert the threatened evils, and quiet the alarm and apprehension of the exposed settlements.

In connexion with this subject I beg leave respectfully to suggest, and through you to the department at Washington, the expediency of making a campaign against the Indians during the ensuing fall and winter. The experience of Indian warfare has proven that the only safe and certain method of reducing them to subjection, and thereby insuring a lasting peace, is to pursue and punish them in their own country, and drive them from their hiding places. If this has always been so, the reasons are four-fold in its favor in controlling the wild and roving Comanche, who imagines himself secure when he commits his depredations to-day, and to-morrow or in a few hours sets at defiance all pursuers in traversing the trackless deserts which he inhabits and are known to him alone.

The desert plains, however, are not habitable in winter; there are necessarily certain districts to which they must resort, and take up their temporary abode during the colder winter months; it is in these strongholds that their women and children are stationed, especially during the more inclement seasons of the year; and then that they should be attacked in order to make an effective campaign against them. I am strongly inclined to the opinion that the most certain and effective if not the only manner of affording anything more than nominal and temporary protection to the lives and property of the frontier citizens is to pursue and attack them in their places of temporary abode, and, by breaking up their lodges, reduce them to the necessity of making peace and settling down under government protection and authority, or of meeting starvation and death on the plains.

I am fully aware that, under the former regulations of the department, the course indicated cannot be pursued without additional latitude, and discretion should be confided to the commanding officer.

In conclusion, I beg leave to add that I shall forward a copy of this communication to Washington, and at the same time would ask your

co-operation in obtaining from the authorities at that place such powers as may be deemed necessary to effect an object which would be equally desirable to the government of the United States as to the people of this State.

I am, sir, very respectfully, your obedient servant,

H. R. RUNNELS.

Brevet Major General D. E. TWIGGS,  
*Commanding department, U. S. A.*

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No. 8.—*Governor Runnels to the Secretary of War.*

EXECUTIVE OFFICE,  
*Austin, August 9, 1858.*

SIR: Enclosed you will find the copy of a report of Captain John S. Ford, commanding Texas Rangers on the frontier, to which I beg leave respectfully to call your attention.

The enclosed communication fully confirms the propriety of the suggestions of my letter to the commanding general of this military department, a copy of which I forwarded you some time since, as well as those of that officer in his communications to the department, copies of which I have before me, in reply. It would seem a useless task in me to offer any additional suggestions on the subject of these communications under the circumstances. It will, however, be observed that the views of the commanding officer of the government, my own as expressed in my letter to him, and those of Captain Ford, who has been stationed for the last six months on the frontier and near the immediate seat of danger, as well as of the Indian agents themselves, all correspond, and, I must hope, will sufficiently impress the government with the necessity of adopting prompt and efficient measures to prevent a recurrence of the annoyances which have disturbed our frontier, and of averting the accumulation of danger now threatening our people.

It is manifest, from the report of Captain Ford, which, I am informed, has been adopted and forwarded by the Indian agent, that the troubles on our borders are not attributable exclusively to the wild and uncivilized bands occupying Texas soil, but in conjunction with them to some of those under treaty with the federal government, and occupying her territory.

Texas needs a protection against a continuation of the evils which have so long harassed her citizens, who thus far have petitioned for relief in vain; she has asked it through her legislature, and a portion of her delegation in Congress; as yet all efforts have availed her nothing. I now demand it as her executive, and must expect that demand to be listened to and considered at Washington; it is not just that, while other sections of the Union are receiving the protection guaranteed to them, Texas should be left with her wants unheeded, her claims unconsidered, to protect herself, and, as it appears, even against those in treaty with the general government, receiving regular annuities therefor, and are thus furnished with the means useful in making

war upon and plundering our people ; this fact cannot be new to the department; it was made known last winter through the Indian agents, and communicated to Washington. The Indians have gone unpunished, except only as Texas has administered it herself. The citizens remain unremunerated for their lost property, and as yet we are unapprised of any effort on the part of the government to prevent the recurrence of similar evils the ensuing fall and winter. If this state of things is to remain unchanged, it is time that Texas should know it, that she may proceed to count the cost of her own protection, however dear that cost may prove to herself, or serious the consequences it may involve. The existing state of affairs cannot be endured and Texas will not much longer acquiesce in silence, little as it may be believed by those from whom she claims a proper consideration.

The situation of affairs has required me to speak plainly on this subject ; I have done so, but I trust in a proper spirit and with due respect.

In conclusion, I have only to ask that you will, without delay, call the attention of the President of the United States to the facts, that such measures may be concerted, if he deems it proper, as are obviously requisite and just to the State of Texas in the premises.

I am, sir, very respectfully, your obedient servant,

H. R. RUNNELS.

Hon. JOHN B. FLOYD,  
*Secretary of War.*

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BRAZOS AGENCY, *July 5, 1858.*

GOVERNOR: A few days since I received a message from Captain Ross requesting me to visit the Brazos agency, in connexion with business of considerable importance. I arrived here on the 1st instant, and remained here until to-day, awaiting the arrival of Jim Little-one, a Caddo, and Jim, an Anadarco, who had been sent to the Indian tribes east of Red river, to learn if possible the parties who committed depredations in Jack and the adjoining counties in May and June. They left here on the 9th of June, and returned on yesterday evening. Below their report is substantially given :

They visited Fort Arbuckle, the Keechi and Kickapoo villages. At these villages they found no men. The women said the warriors were out hunting buffalo. They then went to the Caddo village, and when there found an American horse. Upon inquiry they learned he had been brought there by a Keechi. They waited on the Keechi chief, Chic-ah-beh, and inquired how the horse came in possession of his man. He pretended he had been found in the Wichita mountains, but delivered him to them. He is an iron gray, branded with a letter S on the right hip ; has a scar on the left side, near the last rib, which left a sunken place. He had been hardly used, had his ears split, and was very poor. The chief asked if that was the only horse they were looking for. They answered " no ; there are others." He then informed them that there were three others in the Wichita camp, which had also been " found " in the mountains.



They then returned to Fort Arbuckle and were present at a talk between the commanding officer and the Wichita chief. Jim Little-one felt convinced the chief was concealing facts; he took him aside and learned there were three horses in his village which had been left there by Keechis, a black and bay, and color of the other not recollected.

The horse in their possession, being too poor to travel, was left with the commanding officer at Fort Arbuckle; he promised to advise Captain Ross as soon as the remaining three are turned over to him by the Wichita chief; he advised them to remain until the Keechis and Kickapoos returned from hunting, in order to search their cabalados for American horses; this they declined for reasons unnecessary to give.

Some weeks before they went on this mission, a hunting party of Caddos saw two Comanches passing about with three American horses, and the next day two Caddo men and a squaw discovered horses approaching them; they charged upon them and found them in charge of four Comanches; of the number, two horses were recognized as American; also a bob-tailed sorrel and a dun American mule. A Comanche had a bundle of clothing on his saddle, among them a black vest and some white garments. It may be necessary to mention that the hostile demonstrations ended in a talk.

These men brought an unsealed letter from Robert Love; a Chickasaw, to Mr. Joseph Walker, of Belknap; it was read by Captain Ross, when he discovered it contained information in regard to depredations committed on the frontier. Mr. Walker lost a mare and followed on the trail; he discovered a peculiar track on the downward trail, evidently made by a man lame in the left foot. By inquiry it was ascertained that two lame men answering the description were among the Kickapoos. The mare had been deserted and found by the Wichitas, from whom Mr. Walker obtained her. The Kickapoos stole her.

Love wrote to Walker concerning the late murders in Jack county; he seems to think the murderers can be identified, if the assistance of some one able to identify the clothing of the murdered people can be had, and dwells upon the propriety of sending such an one to that country.

The continued and unaccounted for absence of the Kickapoos and Keechis, and other circumstances, point to these people as the prime movers of the murders and depredations recently committed in Jack and the contiguous counties.

It is proper here to mention that Mr. James Gurley, of Waco, while en route from Missouri, held a conversation with Mr. Warfield, the trader for the Kickapoos, in which he stated that they had brought in Texas horses this spring instead of furs and peltries, as usual; they stated that they had won them from the Comanche Indians.

There can be no doubt of the existence of an alliance between the renegade Kickapoos and Keechis and the northern Comanches, in making war upon Texas.

The two messengers also learned that the different bands of Comanches had recently held a council, and agreed to consolidate the seven bands into one, under the leadership of the nephew of the late

chief Pa-bah-yu-cah. They have made treaties with all or nearly all the tribes residing east of Red river, and the head chief has taken all the women, children, and old men into the Creek country, which he deems a place of safety for them. The other six bands are to continue the war upon the people of Texas and the reserve Indians. In the event of being hard pressed, they contemplate, beyond doubt, falling back upon their head chief as a point inaccessible to their enemies, and thus they will convert the people, affording the refuge and their countenance, their allies to all intents and purposes.

Should I be continued in the service, I should not hesitate to move upon the point occupied by the head chief of the Comanches, and chastise him and any others interfering or aiding in the matter adversely.

These facts corroborate and substantiate others already reported to you, and indicate the necessity of inaugurating prompt and efficient measures to give protection to the frontier, and to punish the parties who have grown rich by trafficking in the spoils wrested from our unprotected citizens. They cannot, in justice to the frontier, be overlooked; you will pardon me for again insisting upon the necessity of having a large force in the field, and the good results to be anticipated from a fall or winter campaign against our combined enemies. This, in my belief, affords the only sure plan to secure Texas against the inroads and ravages of her savage and relentless foes. I am happy to state that Captain Ross fully endorses these views, and no man in the State is better acquainted with the wants of the frontier and the character of the Indians.

JOHN S. FORD,

*Captain commanding, Texas frontier.*

Governor H. R. RUNNELS,  
*Austin, Texas.*

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No. 19.—*Governor Runnels to the Secretary of War.*

EXECUTIVE OFFICE,

*Austin, August 12, 1858.*

SIR: I enclose to you a slip from the "Dallas Herald," a newspaper published in this State, containing the letter of a Mr. Love, and the same alluded to in Captain Ford's report, in regard to the intended movements of the Indians.

I have to communicate that there are almost daily accounts reaching here of the thefts of the Indians, who come in, in small parties, and from the vast and uninhabited region which they traverse almost invariably elude pursuit. I have but to reaffirm the opinion which I have heretofore expressed, as to the only effectual mode of stopping these depredations; and that is, by a well organized expedition against them in their strongholds, and a strict police over those under government protection who act in conjunction with them, and *who* are the receivers of the stolen property from citizens of Texas.

Hoping to hear very soon of definite action by the government in regard to the matter, I am, sir, very respectfully, your obedient servant,

H. R. RUNNELS.

Hon. JOHN B. FLOYD,  
*Secretary of War.*

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*Threatened invasion of the northern frontier of Texas by the Comanches.*

The subjoined communication is from a gentleman of the very highest respectability, whose statements are entitled to the fullest credit. The writer is an old Texan, well known to many of the pioneers of the frontier. He has had good opportunities of observing the movements of the tribes hostile to Texas, having spent the last three months at the Oil Springs in the Chickasaw nation. That the Indians so signally chastised by Captain Ford and his gallant rangers on the Canadian thurst for revenge is not at all strange. All who know the Indian character, know full well that they are not apt to forget a real or imaginary wrong, and will not be slow to seek an opportunity of avenging it. The most unaccountable part of the statement of Mr. Love is the indifference of the United States officials in the vicinity of Fort Arbuckle to the danger to which our frontier is exposed; and their seeming connivance at the hostile demonstrations of the Indians. It seems that the lives of defenceless women and children are of little value in the estimation of persons beyond Red river, if they happen to reside in Texas. We publish the important facts contained in Mr. Love's statement, in order that the frontier north and west of this may be apprised of the danger to which they are exposed, and that they may be prepared for any emergency. We think that a vigilant lookout ought to be kept up, and that the movements of the northern Comanches ought to be watched constantly. The importance of an expedition such as the one projected by General Tarrant is now apparent; and, in our judgment, the frontier will see no safety until such an expedition is organized and set on foot. The Indians are exasperated at their defeat by Captain Ford. They must be "wiped out," as Mr. Love expresses it, or they will have terrible revenge.

OIL SPRINGS, CHICKASAW NATION,  
July 20, 1858.

EDITOR DALLAS HERALD: I have but yesterday returned from a trip to the Wichita mountains and village, in company with one of the volunteers called out of this nation by General Cooper (agent for the Choctaws and Chickasaws) to repel a supposed invasion by the Comanches, which turned out to be only a small thieving party, who took from the vicinity of Fort Arbuckle some thirty or forty horses belonging to the Chickasaws, and were recaptured at the Wichita village and the thieves seen; but the Wichitas refused to give them up, saying it would insult the Comanche nation, who were their good

friends. Those who stole the horses were seven in number, six men and a woman. The Wichitas conducted them about forty miles on their journey homeward, when the Comanches observed that they were ashamed to go home without horses, and concluded to make a trip to Texas.

General C. called the Wichitas to council, or rather sent for the ("*principal*") chief to come to our camp, about four miles. The second chief and one councilman came. They said the head chief had gone north to the Canadian with several of his men and horses; but as he went in the direction of the grand Comanche council, now in session above the great Salt Plains on the Arkansas, we suppose he is with them. Two other companies of Wichitas were out from the village—one in the mountains, the other towards Texas, probably for more horses. They are very much afraid of Texas. Knowing their guilt and deserved punishment, Texas ought to come over and whip them out, and get back their stolen horses. I think Walker, from Belknap, would find his horses, unless he waits too long; the one he did get was found not more than thirty miles from the village, on a direct line between the village and Belknap. They also said that Pa-ha-u-ka was making a powerful effort to combine all the Comanches against Texas; that seven tribes had met about three weeks ago; Osages and Kioways had been invited to take part with them, and share the spoils equally, all of which was to avenge themselves for their defeat with Captain Ford.

They will not bring their families near the frontier. One thing I was about to forget. This Comanche council is held near the Osage agency, on the Arkansas, at which the Wichitas say the Comanches were to receive a considerable amount of presents, including munitions of war, for their fidelity to the people of the northern frontier. If this be true, and they come, they will come better prepared than before.

I have been here nearly three months watering, and, from signs that would be visible to a blind man, Texas has but few friends north of Red river and west of this, but many enemies; and being a Texan for the last nineteen years, I know some of her trials and difficulties. The wide circulation of your paper will bring this to the eyes of many of my old frontier acquaintances, and better prepare them to meet the Indians should they come in heavy force.

Whether General Cooper will make this known to the people of Texas I cannot say. I believe him to be a kind-hearted, gentlemanly, good man, who is well beliked by the Choctaws and Chickasaws. The Wichitas' village is situated fifty-five or sixty miles north of Red river, a few miles east of the 98th degree of west longitude, which line is now being surveyed from Red river north, and plainly marked by large mounds every mile. We suppose it would be a few miles from the village. It had not reached that far last week. The Wichitas now have an agent, through whom they can be approached for stolen property.

In haste, yours, &c.,

No. 20.—*Secretary of War to Governor Runnels.*

WAR DEPARTMENT,  
*Washington, August 28, 1858*

SIR: I have had the honor to receive your letter of the 12th instant, enclosing a slip from the "Dallas Herald" in relation to Indian depredations in Texas, and in which you express a hope to hear soon of some definite action by the government in regard to the matter.

In answer I have to inform you that orders were issued from the headquarters of Texas the 9th instant for four companies of cavalry and one of infantry to march from Fort Belknap, September 15, to Otter creek, west of the Wichita mountains, and there establish a depot. From that point scouting parties are ordered to scour thoroughly the country between Red river and the north fork of the Canadian, and between longitude 100° and 104°.

Orders have also been given to send two companies of cavalry from Kansas to Fort Arbuckle, and for the examination of parts of the country near the Wichita mountains, with a view to placing military posts for the purpose of restraining the Comanches.

Very respectfully, your obedient servant,

W. R. DRINKARD,  
*Acting Secretary of War.*

His Excellency H. R. RUNNELS,  
*Governor of Texas, Austin, Texas.*

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No. 21.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, August 24, 1858.*

SIR: The enclosed paragraph from the papers of this place is the only information I have of a recent attack on some drovers on their way from this place to El Paso. Fort Davis is one hundred and eighty miles from Fort Lancaster. This extreme distance is without any military post; it is between those points most of the depredations on this road are committed.

The road from this to El Paso is travelled almost daily, and large amounts of property transported on packs and trains. The San Diego mail makes two trips a month to San Diego from this place. It is important that this road be well guarded, *but I have not the force to do it.*

The enclosed letter from Captain Prince, commanding at Fort Arbuckle, shows a state of Indian affairs that requires attending to. Major Van Dorn's command will march in September with four companies of cavalry—say three hundred men and fifty infantry. If I

had more troops I would, on the information of Captain Prince, add at least two companies to Major Van Dorn's command.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General U. S. A., commanding dep't.*

Lieut. Colonel L. THOMAS,

*Assistant Adjutant General,*

*Headquarters of the Army, West Point, N. Y.*

INDIAN DEPREDACTIONS—FOUR MEN KILLED.—We learn from Mr. Rome, captain of the San Diego mail party that came in on Saturday last, that on the 9th instant a party of fifteen Comanches attacked a party of California cattle drivers at the Leon Water-hole, on the El Paso road, 75 miles this side of Fort Davis. Two white men and two Mexicans were killed by them, and some twenty horses taken. The Indians also killed several of the cattle, rifled the wagons of all valuables, as well as the trunks of the slain. We have only been able to learn the name of one of the killed, which is M. W. Huxford, probably from Cincinnati, Ohio, as some of his letters bear that post mark. Mr. Rome tells us that there was a much larger party of Indians a day or two ahead of this party. He thinks they had all been to Mexico, as the "sign" indicated that they were from that direction, and had a large herd of horses.

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HEADQUARTERS FORT ARBUCKLE, C. N..

*August 9, 1858.*

SIR: I have the honor to state that the Wichita chiefs report that large bands of Comanches, Apaches, Cheyennes, and other wild tribes of Indians are collected on the Canadian, near Antelope Hills, professedly for hostile purposes, and that the depredations which have recently been made upon the settlements of this nation are for the purpose of procuring horses to make an incursion upon the frontier of Texas.

As these declarations are supported by the concurrent opinion of all the friendly Indians of this region, and generally entertained by others, I deem it important information for the commanding general of the department of Texas.

Very respectfully, your obedient servant,

W. E. PRINCE,

*Captain 1st Infantry, commanding.*

The ASSISTANT ADJUTANT GENERAL,

*Department of Texas, San Antonio, Texas.*

No. 22.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, September 17, 1858.*

SIR: Indications along the frontier, as well in Texas as outside, augur a general war with the Comanches, Kickapoos, and such other hostile tribes of Indians as they can induce to join them, and that they will operate united against the frontier of Texas. It is said a council of the different tribes has been held this summer and such was the determination. From the Rio Grande reports are numerous of depredations and murders in Mexico. The river is, of course, no barrier to their crossing on this side, as the Rio Grande can be forded at this season of the year anywhere. Major Van Dorn's command is smaller than I could wish, but it is all that can be safely spared from the department at this time. The enclosed report from Lieutenant Van Camp, of the 2d cavalry, shows the feelings of the Comanches on the reserve. I have consulted with the supervising agent of Texas Indians, and it is deemed proper, and indeed necessary, that some two or three of those Indians be arrested and punished. I am deeply mortified at the occurrence at the Comanche reserve, and I am at a loss what to do in this case. To parade for a fight, and on the eve of commencing to find the command without ammunition is distressing to think of. This Comanche reserve is the first and only place where that tribe of Indians have been induced to cultivate the soil, send their children to school, &c. If I did not think it was the wish of the government to try and civilize those Indians, I would order a force there and take them all prisoners, or shoot them if they resisted. I have ordered an investigation relative to the want of ammunition of this detachment. There is a most criminal neglect somewhere.

Major Neighbors, the supervising agent, will be up at Fort Belknap about the 1st of October, when an investigation will be made of the part the chiefs took in the matter of opposing the troops, and on his report I will act. I have every confidence in his making a full and fair investigation.

Very respectfully, your obedient servant,

D. E. TWIGGS,  
*Brevet Major General United States Army,*  
*Commanding Department.*

Lieutenant Colonel L. THOMAS,  
*Assistant Adjutant General U. S. A.,*  
*Headquarters of the Army, West Point, N. Y.*

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COMANCHE AGENCY, TEXAS, *August 31, 1858.*

SIR: Our school has opened with prospects more fair than I anticipated. We have now in constant attendance thirty-nine students, and several more who wish to come, but I advised the teacher not to

instruct more than forty, believing as I do that that number is quite as many as any one teacher can do justice by.

To-day we had quite an excitement in the Indian camp. A notoriously bad Indian by the name of Santa Anna, in company with a No-co-nec, came there on yesterday; not having any visible business, they were told by Katemesee to leave immediately; they, however, continued at the camp until this morning. Katemesee again told them that they *must* leave, but they declined doing so, and said they would remain a few days and rest; he reported the facts, and I made a requisition on Lieutenant Van Camp for assistance to arrest them. We proceeded to the camp with nineteen men, and found them quartered in a house originally occupied by a company of soldiers. Lieutenant Van Camp had the house surrounded, and demanded them, but the Indians refused to surrender them; the Indians, who had by this time collected, armed themselves, even to the women and children; the house also contained considerable numbers, all furious and determined to fight to the death. Katemesee and his party only amounted to seven, who were willing to assist in the arrest. It being the relief day of Lieutenant Van Camp, and he not having anticipated the prospects of a regular battle, his store of ammunition was entirely exhausted, with the exception of a single round, which utterly forbid the propriety of making a fight against such fearful odds; to have done so would have been madness, and the loss perhaps of all his men; he therefore ordered the Indians immediately to leave, and to take with them four or five men from the reserve, as far as the Brazos, to see that they left the country; this they agreed to, but the escort returned in a short time leaving the two Indians to go at large, who returned in the evening to Katemesee's gardens and attempted to kill two Mexicans, who escaped by flight; they would also have killed old "Hawk," a friend of Katemesee's, when they first left the camp, if they had not been prevented by the other Indians.

The belligerent party, numbering some sixty or seventy, came to the agency in the evening to explain their extraordinary proceedings, (but with previous threats, as I am informed, that if I did not talk to please them, they would kill myself and family and join the No-co-nees;) they said their object and determination was to do right; that they had no notice of the approach of the troops or their object; they had been repeatedly threatened with extermination, and were apprehensive the troops had surrounded the house for the purpose; that they, in an event of the kind, were determined to defend to the last extremity, and they had not, nor did they intend to countenance or succor the wild tribes, but had assembled at the house for the purpose of telling those men that they *must* leave.

You will perceive from the above facts that thirty men is an inadequate force to control the reserve. It would require at least one company for that purpose and two companies if they were expected to scout, or pursue strolling parties of Indians.



September 1, 1858.

I have just learned that two hundred horses were stolen last night from To-sha-way, Ka-kar-a-way, and Mu-ra-que-top.

Very respectfully, your obedient servant,

M. LEEPER,

*Supt. Indian Agent, Texas.*

R. S. NEIGHBORS, Esq.,

*Supervising Indian Agent, San Antonio.*

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COMANCHE AGENCY, TEXAS, *August 31, 1858.*

The facts as above stated by Colonel Leeper are correct in all particulars. My whole disposable force amounted to but nineteen men, I having previously despatched a body to take post in the hills to cut off the fugitives in case they attempted to save themselves by flight, so that, including every man that was disposed to fight on the side of the agent, we were twenty-seven or eight against eighty or a hundred Indians, all incensed and ready to fight to the last. With but one round of ammunition the combat would have been too unequal, and hence the compromise which was made was the only thing which could have been done to retain our *morale* over the Indians. The small force which I had with me would have proved utterly powerless to secure the arrest of these two obnoxious Indians; and if it is the intention of the government to assist the agent in maintaining the integrity of the reserve, I am convinced that a much larger force than is stationed here at present is required for the task. With an entire company yesterday the parties would have been *only* equal, and then not in numbers.

C. VAN CAMP,

*Lieutenant 2d Cavalry, commanding detachment.*

P. S. I have just learned that the horses stolen last night were taken by Kioways; a large party of them camped within three miles of Captain Given's ranche, on Paint creek, and drove off a number of his cattle. They got from two hundred and fifty to three hundred of the Indian horses. They could easily be overtaken, but there are no troops here to follow; the Indians will do so, but I fear they are too weak.

M. LEEPER,

*Supt. Indian Agent, Texas.*

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FORT BELKNAP, TEXAS,

*September 2, 1858.*

SIR: I have the honor to report that I arrived at the Comanche agency, Clear Fork of the Brazos, on the 15th ultimo, with a detachment of three non-commissioned officers and thirty privates of the

2d cavalry, and relieved Lieutenant C. W. Phifer, who was in camp near the agency with a similar detachment. Nothing of interest transpired during my tour of duty except occasional false alarms of wild Indians being in the neighborhood; until last Tuesday, the 31st ultimo. About ten o'clock on the morning of that day, Colonel Leeper, the agent, came into my camp and told me that he had been informed by Ke-tum-seh, the head chief of the Comanches on the reserve, that two Indians—one a Nokonie, and hostile to us, and the other a notorious thief and vagabond, by name of Santa Anna—had arrived at his camp, and when ordered to leave had expressed their determination to stay there a day or two and rest their horses. Colonel Leeper requested my assistance in arresting these two men. I acquiesced cheerfully, and mustering all my disposable force, twenty-five men, (leaving three men in camp, three men sick, and two being absent fishing,) set out for the Comanche camp, hoping to come upon it suddenly and surprise the two Indians. Just before reaching the camp I sent a non-commissioned officer and five men to take post in the hills in rear of the camp, (old Camp Cooper) and intercept the fugitives if they fled. We were almost at Ke-tum-seh's tent before a soul knew of our approach, and upon his hurriedly rushing out to meet us we inquired where those Indians were, when he told us, "at Tosh-e-weh's house." We hastened to the indicated place, when I ordered the detachment to divide, a part to place themselves in front and a part in rear of the house, formerly occupied as quarters by one of the companies at Camp Cooper, so as to cut off all egress. By this time the whole camp was alarmed; dogs barking, women screaming, and warriors yelling, stringing their bows, and gathering around the door of the house. We explained our mission to Tosh-e-weh, who appeared to be the principal man, when he replied that he, and every man, woman, and child, who could fight, would die rather than see these men killed. Ke-tum-seh exclaimed that "too much talk, no good," and sprang forward as if to enter the house, when he was violently seized and restrained by about thirty squaws, who were extremely excited, and who begged him, in tears, not to proceed to extremities. Ke-tum-seh then told us that a large number of these warriors were his own people, his own party, and would fight to the last for him, Ke-tum-seh. Upon hearing this I proposed to Colonel Leeper to tell the chief to call out those warriors who were willing to fight for us, so that we might see who were our friends. Ke-tum-seh called out in a loud voice for those who were friendly to him to come over to where Colonel Leeper and myself were standing, when Ke-tum-seh, his brother, and nephew, the Indian called Hawk, and two others, whose names I did not know, ranged themselves on our side, while the remainder, numbering some seventy warriors, and thirty women and boys who *could use their arms*, placed themselves opposite us, with bows strung and rifles levelled, (they had about twenty-five or thirty guns.) All told, we were twenty-six or seven against such odds. The fight, however, would have commenced the next instant, by my firing on the opposite party, when my sergeant informed me that the men had but one round of ammunition in their

boxes; that this was the last day of our tour of duty; and that they had expended their ammunition, not anticipating any such emergency. I confess this staggered me, especially as I knew we could not "back out" after such a display; when, fortunately, at this juncture Tosh-e-weh stepped forward from the opposite side and begged us to let these men go, promising faithfully that they never should come back, and that they would escort them to the other side of the Brazos immediately. Seeing the utter folly of a combat against such odds arrayed against us, Colonel Leeper and myself willingly acceded to this proposal, when they demanded that the troops should be withdrawn, and that then the Indians would go. This I refused to do, and accordingly waited in my position until their horses were saddled and they and their escort (about thirty warriors) left. I then returned to my camp. Next day Tosh-e-weh and two or three others came and informed us that all their horses had been stolen the night before, by Kioways, they thought, and requested me to follow their trail and recover their horses. I peremptorily refused to do so, in the first place, because I did not believe a word of the story, inasmuch as these men were particularly venomous and hostile towards me the day before, and none of those who were friendly to us had lost any of their horses, and, secondly, by their conduct towards us on the previous day they had forfeited all claim to the protection of the United States troops, and were not entitled to assistance from them. Besides, they had men enough of their own to follow the trail if they desired to do so. Under these circumstances I would have nothing to do with them.

Lieutenant Phifer relieved me on the evening of the same day. I reached this post this morning, and have the honor to be,

Very respectfully, your obedient servant,

C. VAN CAMP,

2d Lieutenant 2d Cavalry.

Lieut. J. V. MINTER, 2d Cavalry, Acting Post Adjutant.

No. 23.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,

San Antonio, October 7, 1858.

SIR: A letter from an officer of the army at Fort Arbuckle, written in August, says, he sent out Lieutenant Powell from that post, and a treaty was made with the Comanches, Wichitas, &c. At that time I was fitting out an expedition against those Indians. There ought to be some concert of action. One of us has made a serious blunder; he in making the treaty, or I in sending out a party after them.

This letter was published in the Washington "Star" in September last. Very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General U. S. A., commanding department.*

Lieutenant Colonel L. THOMAS,

*Assistant Adjutant General U. S. A.,*

*Headquarters of the Army, New York city, N. Y.*

## No. 24.—Governor Runnels to the Secretary of War.

EXECUTIVE OFFICE,  
Austin, Texas, October 8, 1858.

SIR: I have the honor herewith to enclose an abstract from the comptroller's office of the different sums appropriated by the State of Texas for protection against the Indians, and now remaining unpaid by the government of the United States, which, if consistent with the views of the *department*, we shall hope will be included in the estimates of expenditure for the present year. The muster rolls and vouchers are all on file in *that office*, and will be forwarded to the proper office at Washington as soon as intelligence shall reach here of an appropriation by Congress to cover the amount.

I have also the honor to enclose therewith copy of a letter of recent date from this office to Colonel James Bourland, with instructions for his guidance in regard to Indian disturbances on the northern frontier of this State.

These *particular* disturbances are believed in a great degree to be attributable to certain predatory bands in treaty with the general government, who have hitherto roamed over that part of our territory at pleasure, and of which I have at former times taken occasion to give the government due notice, and to ask that they should be restrained to their own limits.

I have the honor to be, very respectfully, your obedient servant,  
H. R. RUNNELS.

Hon. JOHN B. FLOYD,  
Secretary of War, Washington, D. C.

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*Copy of memoranda of instruction forwarded to Colonel Bourland.*

1st. To make a disposition of the force, to cover and protect the exposed settlements. Making stations upon or near the trails or passes of the Indians.

2d. Pursuing trails to the camp of the enemy; chastising him and destroying his supplies.

3d. Reclaiming stolen property; no difference in whose hands it may be found. The possession *prima facie* evidence that the possessor was the robber; where the property is not given up peaceably to take it by force; and in the case of Indians to take life, if necessary to accomplish the object.

4th. To break up the trade carried on between the friendly Indians north of Red river and the Comanches and their confederates. To assure the former, if they do not desist, Texas will make war upon them and the United States will in the end have to co-operate and send the government troops to invade their territory.

5th. To co-operate with Major Van Dorn, if practicable.

6th. To issue rations of subsistence and forage in accordance with the laws of the United States. To cover all issues by requisitions and

returns. To issue ordnance and stores in a regular manner. In these matters there must be system and compliance with law and the regulations of the United States army.

7th. To use strict economy, and purchase no article unless absolutely necessary for the good of the service, and within the line of articles used by the like army in the United States service.

8th. The rules and regulations of the United States army, and the articles of war, to be observed and enforced as near as can be.

You will, as soon as practicable after the company has been organized, forward to this office a copy of the muster-rolls, with the names of the officers elected and properly authenticated

H. R. RUNNELS.

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EXECUTIVE OFFICE,  
Austin, October 4, 1858.

DEAR SIR: I received, by last night's mail, a letter from Major Bishop, of Wise county, enclosing the petition of a large number of citizens, giving such an account of the condition of that frontier as to require, if true, action by authority of the State, the general government having failed to adopt the necessary measures for its protection. I was also much pleased to see, from a paragraph in the Dallas "Herald," that you had taken the matter in hand, and, with a number of your fellow-citizens, had determined to follow up and punish the Indian enemy. I hope before this reaches you you will have done so and been successful.

I enclose you, by the bearer of this, a commission which will enable you to act with authority in the matter, and give direction to the necessary movements against the common enemy, *which* I hope you will be able, consistently with your feelings, to accept.

You are aware that it is impossible for me to know the requisites of such an emergency, situated so far from the scene as I am. There must be some one in whom I can and should confide in matters of so much moment; for while I am willing to do everything in my power, it will not do to rely on every representation that is made. I know of no one in your station whose past experience will so well justify me in confiding the direction of affairs at this time as yourself. I therefore authorize you to adopt such measures of defence as you may deem desirable to meet the existing emergency.

You are authorized to raise a company of seventy-nine men, rank and file, for three months' service, or for such time as may be hereafter directed, but such company in no event to be kept under pay longer than their services are absolutely required. If you shall have become satisfied of the tribes committing the depredations, and believe that an expedition against them at their own homes is necessary and practicable, you are then authorized to raise such additional number of men as may be required for the purpose, and pursue and punish them, wheresoever they may belong, and wherever they may go.

If satisfied of their guilt, you will pay no regard to treaty stipula-

tions between them and the government of the United States, in any event, without the unconditional surrender of the offending parties, and the return of the stolen property of our citizens. If the general government cannot or will not protect our citizens from her Indians, and the necessity devolves on them of doing so, the whole civilized world will justify and sustain them in exercising the right.

If you should find it necessary to cross Red river, you can co-operate with Major Van Dorn's command, or not, as you may think best.

You will use all possible exertion to overtake and punish the offenders, find them where you will, within our territory or out of it, without regard to time or place, excepting the Indian reserves only, but regarding the circumstances of your ability to do so alone.

You will perceive the necessity of the greatest celerity of movement, at the same time that due caution should be exercised on attempting an expedition against any of the bands in their own strongholds, lest the force of the blow should be foiled or weakened, by giving them time for preparation or escape.

If you should determine not to act under this commission, you are then authorized to raise the company or designate some proper person to do so, to the efficient and proper officering and manning of which I shall hope you will give some attention, as without good officers and good men there is no efficient service to be expected.

All reasonable expenses for ammunition will be paid to your requisition on the comptroller. The means for the pay and subsistence of the men will have to be provided by the next legislature at its next regular session. You will please let me hear from you by the return of the messenger, and give me as exact an account of the situation of affairs and the requirements of the occasion as may be in your power.

Oblige, very respectfully,

H. R. RUNNELS.

Colonel JAMES BOURLAND,  
*Cooke County, Texas.*

AUSTIN, *October 6, 1858.*

I have been disappointed in getting the messenger off as soon as expected, and have opened the envelope to make an additional suggestion.

I hope you will take no action, unless it is absolutely necessary, without communicating further with me, or until you are satisfied the emergency requires it fully. I know not how far the legislature may be willing to justify the step, as its endorsement will be necessary in getting an appropriation. I have taken this course in giving you authority, because I cannot be present to know the requisites, and because of the absolute necessity of checking the forays of the Kickapoes, and other United States Indians, who are believed to have been interrupting our territory. I have written the President I would punish them, if the government did not restrain them.

H. R. RUNNELS.

*Statement of the amounts paid and assumed by the State of Texas for the support of volunteers called into service for the protection of the frontier since the 28th day of February, 1855.*

Date of appropriation.	Particulars.	Amount appropriated.	Amount paid.	Balance of appropriation assumed by the State and subject to be drawn.
1856. Jan. 14	<p>By amount appropriated for pay of Captains William R. Henry, Giles S. Boggess, John G. Walker, William Fitzhugh, P. H. Rogers, and Charles E. Travis' companies of volunteers, being six companies called out by General P. F. Smith, United States army -----</p> <p>To amount paid to Captain W. R. Henry's company, called into service December 14, 1854, for three months, discharged March 31, 1855, consisting of three commissioned, eight non-commissioned officers, and sixty-two privates -----</p> <p>To amount paid to Captain Giles S. Boggess' company, called into service December 23, 1854, for three months, discharged March, 1855, consisting of three commissioned, eight non-commissioned officers, and seventy-seven privates -----</p> <p>To amount paid to Captain John G. Walker's company, called into service November 1, 1854, for three months, consisting of three commissioned, eight non-commissioned officers, and seventy-four privates -----</p> <p>To amount paid to William Fitzhugh's company, called into service November 2, 1854, for three months, consisting of three commissioned, eight non-commissioned officers, and seventy-seven privates -----</p> <p>To amount paid to Captain P. H. Rogers' company, called into service November 9, 1854, for three months, discharged February 9, 1855, consisting of three commissioned, eight non-commissioned officers, and fifty-six privates -----</p> <p>To amount paid to Captain Charles E. Travis' company, called into service October 18, 1854, for three months, consisting of three commissioned, eight non-commissioned officers, and seventy-seven privates -----</p> <p>Balance assumed by the State and subject to be drawn -----</p> <p>By amount appropriated for pay of balances due on account of contracts for expenses of the above six companies of volunteers -----</p>	<p>\$55,000 00</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>6,000 00</p>	<p>\$7,791 58</p> <p>8,489 05</p> <p>7,980 55</p> <p>8,213 76</p> <p>5,936 16</p> <p>7,564 28</p> <p>-----</p>	<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>\$9,024 62</p>

1855. Dec. 17	To amount paid from February 2, 1856, to September 6, 1858, to sundry parties. Balance assumed by the State and subject to be drawn	4, 026 43	1, 973 57
	By amount appropriated for pay of Captain J. H. Callahan, Nathaniel Benton, and W. R. Henry's companies of volunteers.	16, 091 12	
	To amount paid to Captain James H. Callahan's company, called into service July 20, 1855, for three months, discharged October 19, 1855, consisting of three commissioned, eight non-commissioned officers, and seventy-seven privates.	10, 080 18	
	To amount paid to Captain Nathaniel Benton's company, called into service September 16, 1855, for one month, discharged October 15, 1855, consisting of three commissioned, four non-commissioned officers, and nineteen privates.	2, 509 83	
	To amount paid Captain W. R. Henry's company, called into service September 16, 1855, for one month, to October 15, 1855, consisting of three commissioned, four non-commissioned officers, and twenty-nine privates.	2, 981 00	520 11
	Balance assumed by the State and subject to be drawn.	5, 755 22	
	By amount appropriated for subsistence of the above and foregoing three companies of volunteers.	5, 755 22	
	To amount paid for subsistence to sundry parties.	5, 750 60	4 62
	Balance assumed by the State and subject to be drawn.		
1856. Aug. 30	By amount appropriated for pay of Captain William Tom's company of volunteers.	1, 702 64	
	To amount paid Captain William Tom's company, called into service October 13, 1855, for one month, discharged November 15, 1855, consisting of three commissioned, eight non-commissioned officers, and seventy-seven privates.	1, 494 72	207 92
	Balance assumed by the State and subject to be drawn.	943 17	
	By amount appropriated for pay of Captain W. G. Tobin's company of volunteers.		
	To amount paid Captain W. G. Tobin's company, called into service October 12, 1855, for one month, discharged November 15, 1855, consisting of three commissioned, four non-commissioned officers, and twenty-one privates.	917 46	25 71
	Balance assumed by the State and subject to be drawn.	1, 843 39	
	By amount appropriated for pay of Captain Levi English's company of volunteers.		
	To amount paid Captain Levi English's company, called into service August, 1855, discharged November, 1856, consisting of four commissioned, six non-commissioned officers, and forty-six privates.	1, 764 86	78 53
	Balance assumed by the State and subject to be drawn.		
	By amount appropriated for pay for supplies furnished Captain William Tom's company, and pay of paymaster of Captains Tom, English, and Tobin's companies.	508 97	
	To amount paid for supplies to Captain William Tom's company, and pay of paymaster of Captains Tom, English, and Tobin's companies.	508 97	





1855. Dec. 17	Balance assumed by the State and subject to be drawn.....	.....	.....	14, 200 00
	By amount appropriated for pay of paymaster of Captains James H. Callahan, Nathaniel Benton, and W. R. Henry's companies of volunteers.....	100 00	100 00	
	To amount paid John D. Pitts, paymaster of said companies.....	.....	.....	
	Total amount.....	184, 544 51	148, 998 75	35, 545 76

I, the undersigned, comptroller of public accounts of the State of Texas, do hereby certify that the foregoing statement is a correct exhibit of the amounts paid and assumed by the State of Texas for the pay, subsistence, and forage of volunteer troops called into service for the protection of the frontier since the 28th day of February, 1855.

Given under my hand and seal this the 18th day of September, 1858.

JAMES B. SHAW, *Comptroller*.

No. 25.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, October 18, 1858.*

SIR: Enclosed are the reports of Major Van Dorn and Captain Whiting of the battle with the Comanches on the 1st instant. It will be seen from the reports that every officer and [man?] did their duty in the most gallant manner; it rarely happens that a command so efficient is assembled together.

I fear the wounds of Major Van Dorn will keep him from the head of his command for some time. I intend to keep this command in the field until spring. I understand, from a reliable source, the Comanches are locating themselves in Mexico by way of the "great Comanche trail," crossing the El Paso road between Forts Lancaster and Davis. If I had four more mounted companies to put on this track and penetrate the Indian country by the route crossing the Pecos at "Horse Head Crossing," they would render good and efficient service. The victory of Major Van Dorn should be followed up, and the Indians be made to feel the power of the United States. I wish, if possible, to abandon the defensive system. I have to-day ordered companies "B" and "C," 2d cavalry, under command of Captain Oakes, to re-inforce Major Van Dorn.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General, U. S. A., Com'g. Dep't.*

Lieutenant Colonel L. THOMAS,

*Asst. Adj't. General, Headquarters of the Army, New York.*

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HEADQUARTERS EXPEDITION TO THE WICHITA MOUNTAINS,  
*Camp on Otter Creek, C. N., September 26, 1858.*

CAPTAIN: I have the honor to report my arrival at this point with my command. I have established the depot on the south side of Otter creek, and about two hundred yards east of Marcy's line, marking the 100° of longitude west. I am at work putting up a picket or stockade enclosure for the protection of the supplies and animals during the absence of the cavalry part of the command, and expect to get off in three or four days on my first scout. It is my intention to go to the Antelope Hills on the Canadian, and scout in that vicinity with my whole command.

I found, on the march from Fort Belknap, all the grass burned off the prairies to this creek, with the exception of about twelve miles south of Red river. I had some difficulty to find enough to sustain the animals. Mr. Duff's train of corn wagons will reach here to-day, however, and I shall have the benefit of a few days' forage before leaving for the Canadian river. The grass does not seem to have been set on fire north of this creek. There is a sufficient growth of timber

here to build, should it be deemed advisable to do so, the principal species of trees being walnut of a large healthy growth; the creek is the assemblage of many springs, and the water is clear, limpid, and good; the camp is by a good spring.

I respectfully suggest that this camp be named after the late Lieutenant Radziminski, of the 2d regiment of cavalry—a high-minded, chivalric soldier, and an accomplished gentleman, of whose death we have but recently heard, and which we now regret as a severe loss to our regiment.

I enclose a sketch of our march from Belknap, made by Lieutenant Van Camp.

Very respectfully, sir, I am your obedient servant,

EARL VAN DORN,

*Brevet Major, Captain 2d Cavalry, commanding.*

Captain JOHN WITHERS,

*Assistant Adjutant General, San Antonio, Texas.*

CAMP NEAR WICHITA VILLAGE,

October 2, 1858.

SIR: I send you a brief statement of the action of the troops under Major Van Dorn since we left camp on Otter creek. The major being wounded severely but not dangerously, this duty devolves upon me. We left Otter creek on the afternoon of the 29th of September, upon the report of some of our friendly Indians, that a band of Comanches were encamped near this place, and that the distance was forty miles. The major concluded to start at once with his four companies, and expected to reach the Indians by daylight the next morning. The Indians, however, were mistaken in the distance, and we did not arrive here until daylight of the 1st of October. We charged the Comanche camp just at sunrise; took the camp and every thing they had. Our loss was, killed, Lieutenant Van Camp and three men of "H" company; wounded, Major Van Dorn and Captain Ross, jr., (in charge of the friendly Indians,) one private of "A" company, one of "K," four of "H," and four of "F." The loss of the Indians was, forty-four killed, and some women and children taken prisoners by the friendly Indians; I don't know exactly how many; this is not intended as a report.

I have no writing materials and have only been able to find a small piece of paper upon which I have written this, and send to Lieutenant Lowe at Fort Belknap, with a request to him to copy and forward to you. As we only started with two days' provisions, I sent an express last night to Arbuckle for four days' provisions, and an ambulance and wagon to transport our wounded to Arbuckle, which is said to be some twenty-five or thirty miles from this place. Two companies will go with Major Van Dorn and the wounded to Arbuckle, and I shall return with mine and Captain Johnston's to our camp on Otter creek. Ma-

jor Van Dorn will probably not be "for duty" for some months. I expect the ambulance and wagon to-morrow, and shall leave as soon as possible.

Very respectfully, your obedient servant,

CHARLES J. WHITING,  
*Captain 2d Cavalry.*

Captain JOHN WITHERS,  
*Assistant Adjutant General.*

A true copy:

W. W. LOWE,  
*1st Lieutenant and Adjutant 2d Cavalry.*

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HEADQUARTERS, FORT ARBUCKLE, C. N., October 3, 1858.

SIR: Fearing Major Van Dorn's despatches to your headquarters may be intercepted, I have the honor to enclose a copy of a note received from Captain Whiting, second cavalry, in relation to the major's fight with the Comanche Indians at the Wichita village, and my reply.

Copies have also been sent to the headquarters, department of the west.

Very respectfully, your obedient servant,

W. E. PRINCE,  
*Captain 1st Infantry, commanding.*

Captain JOHN WITHERS, *Assistant Adjutant General,*  
*Department of Texas, San Antonio, Texas.*

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CAMP NEAR WICHITA VILLAGE, October 1, 1858.

DEAR CAPTAIN: A command of the second cavalry, under Major Van Dorn, has had an engagement with the Comanche Indians this morning, in which, I am sorry to say, that Van Camp was killed, the major severely wounded, and also eight soldiers wounded, so much so as to render them unable to ride on horseback. We left our camp with three days' rations, which will be out to-morrow evening; will you be kind enough to send four days' rations for two hundred and twenty-five men, with one wagon, and an ambulance or carriage for the transportation of the wounded to your post? If the wagon cannot be sent, please send the provision on mules, as we are eighty-five miles from our depot. Forty Indians are known to be killed. If Doctor Gaenslen can come out and bring with him such medicines as are necessary for gun and arrow-shot wounds, please let him come. We will move to your post as soon as possible, on the arrival of provisions and transportation.

Very respectfully, your obedient servant,

CHARLES J. WHITING,  
*Captain 2d Cavalry.*

Captain W. E. PRINCE,  
*First Infantry, commanding Fort Arbuckle.*

HEADQUARTERS, *Fort Arbuckle, C. N.*, October 2, 1858.

DEAR CAPTAIN: Your express arrived this afternoon at 3½ o'clock p. m., and I shall despatch immediately Assistant Surgeon John J. Gaenslen, and such supplies from his department as you require; also the subsistence stores necessary for your command.

I have also hired an ambulance, which I send for the wounded, whom you had better send at once to this post. I send one non-commissioned officer and 20 men, as escort for that purpose.

Permit me to suggest, from my knowledge of the numbers of Comanches in your vicinity, and their determined hostility against the United States troops stationed in Texas, as well as the citizens of that State, the necessity of immediately reinforcing your camp on Otter creek. I consider the command there as in a very critical condition, and think that at least two companies of your present command should be sent to their aid at once.

My company is the only force I have at this post. Major Emory, with two companies of the 1st cavalry, is expected daily.

Very respectfully, your obedient servant,

W. E. PRINCE,

*Captain 1st Infantry, commanding.*

Captain CHARLES J. WHITING,

*2d Cavalry, Camp near Wichita Village, C. N.*

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HEADQUARTERS WICHITA EXPEDITION,  
*Camp near Wichita Village, October 5, 1858.*

CAPTAIN: I have the honor to make the following report of the operations of my command since the 25th ultimo, the date of my last report: The stockade work in progress of construction at that date was completed on the 29th, and preparations were being made to move towards the Canadian river the following morning, when two of my Indian spies came in and reported a large Comanche camp near the Wichita village, about ninety miles due east of the depot. Upon receipt of this information, I had all the stores, draught mules, and extra horses moved at once into the defensive enclosure, and marched for this point with the four companies of cavalry and Indian allies. After making forced march of ninety odd miles, in thirty-eight hours, during the last part of which we were continuously in the saddle for sixteen and a half hours, including the charge and pursuit, we arrived at this camp on the morning of the 1st instant.

I had been in hopes of reaching a point in close proximity to the enemy before daylight, and had made dispositions for an attack, based on information received from the spies, but as daybreak came upon us some three or four miles off, and I found them very inaccurate in their information, I moved the companies up in column with intervals of a hundred yards, and moved in the direction in which the camp was said to be, sending instructions to the captains to deploy and charge whenever it was seen over the crest of the hills in advance of

us. After marching with this formation about two miles at an increased gait, the sound of the charge came from towards the left, and in a moment the whole command poured down into the enemy's camp in the most gallant style, and we soon found ourselves engaged on a warmly defended battle field.

There being many ravines in and about the camp that obstructed the easy operation of cavalry, and gave good shelter to Indians, it was more than an hour and a half before they were entirely beaten out or destroyed, during which time there were many hand to hand engagements, both on the part of the officers and men. The friendly Indians I ordered in approaching the camp to stampede the animals and get them out of the way. This order they effectually carried out. The Delawares and Caddos also entered into the fight with the troops, and did effective service, especially in the skirmishing in the neighboring hills and ravines. We have gained a complete and decisive victory over the enemy. Fifty-six warriors are left dead on the field, and it is presumed that many more are lying in the vicinity, as many were doubtless mortally wounded but enabled to escape on their horses from the battle field. How many were wounded is not known.

Over three hundred animals were captured ; about one hundred and twenty lodges were burned.

Their supply of ammunition, cooking utensils, clothing, dressed skins, corn and subsistence stores, were all destroyed or appropriated for the use of the command. Those who escaped did so with the scanty clothing they had on and their arms, and nothing was left to mark the site of their camp but the ashes and the dead. I regret that I have to report that two Indian women were accidentally killed in the battle ; their dresses only concealed, not indicated their sex. Two Wichita Indians were also accidentally killed, being in the Comanche camp.

The number of Indians has been variously estimated from three to five hundred. I think there were over four hundred. This victory has not been achieved without loss on our side. Lieutenant Cornelius Van Camp, one of the most promising and gallant young officers of our regiment, or of the service at large, fell pierced through the heart by an arrow whilst charging the enemy's camp, and died as the brave alone should die. In his loss we feel our victory to be a dear bought one.

The following is a list of the killed and wounded as furnished me by the captains, viz :

" A " company, wounded.—Brevet Major Earl Van Dorn, severely; Corporal Joseph P. Taylor, dangerously.

" K " company, wounded.—Private Smith Hinckley, slightly.

" H " company, killed.—Private Peter Magar and Private Jacob Echard.

" H " company, missing, supposed to be killed.—Private Henry Howard.

" H " company, wounded.—Sergeant C. B. McLellan, slightly; Corporal Bishop Gordon, slightly; Bugler M. Aborgast, slightly; Private C. C. Alexander, severely.

" F " company wounded.—Sergeant J. E. Garrison, mortally, since

dead ; Private C. C. Emery, severely ; Private A. J. McNamara, severely ; Private W. Frank, slightly.

Mr. J. J. Ward, sutler to the command, and Mr. S. Ross, in charge of the friendly Indians, were also wounded ; the former slightly, the latter quite severely.

I am so greatly indebted to all the officers of the command collectively, for the energy, the zeal, the ability, and gallantry with which they aided me in achieving this success, that I feel it impossible to name one as being distinguished above the others.

I am equally indebted in the same manner to all the non-commissioned officers and soldiers of my command, who under all the circumstances of the forced march and the battle, proved themselves to be soldiers worthy of the name. Their gallantry, personal bravery, and fearless intrepidity are the admiration of their officers, but they find themselves unable to discriminate where all are brave. The officers present in the engagement, were Captains Whiting, Evans, and Johnson ; Lieutenants Phifer, Harrison, Porter, and Major ; and Assistant Surgeon Carswell. Captain Evans killed two, Lieutenant Harrison two, Lieutenant Phifer two, and Lieutenant Major three Indians in hand to hand encounters during the battle. Mr. S. Ross and Mr. Ward charged with Captain Evans, and did good and efficient service, and are spoken of highly by all the officers for their bearing during the engagement ; in fact I am indebted to all the command.

I regret that my wounds have prevented my writing this report at an earlier date. I have requested Lieutenant Lowe, at Fort Belkap, to copy this, and send it to you in proper form.

I am, sir, very respectfully, your obedient servant,

EARL VAN DORN,

*Bvt. Major, Capt. 2d Cav., com'g.*

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No. 26.—*General Twiggs to Army Headquarters.*

HEADQUARTERS, DEPARTMENT OF TEXAS,

*San Antonio, October 22, 1858.*

SIR: I beg leave respectfully to say to the Commanding General that I consider there is now a crisis in the Indian affairs on this frontier, and if I had the means to prosecute a vigorous campaign against them, much good would be the result. I have heard nothing further from Major Van Dorn—rumor says the major is badly wounded, (three or four times,) and possibly he may not be able to take the field for a month or two. A command of from four to five mounted companies, to penetrate the Indian country from the El Paso road between Forts Lancaster and Davis, would be of great service. If mounted men cannot be spared for this service, foot troops, to relieve the 2d cavalry at the posts, would answer.

I respectfully ask that orders may be given to have a concert of action between the troops of this department and those serving in this vicinity. Rumor says that Major Emory, with two companies of



cavalry, are ordered to Fort Arbuckle; this post is about twenty miles north of Major Van Dorn's battle ground, and where, the newspapers say, a treaty was recently held with those Comanches. This state of things should not exist—those Indians should be thoroughly chastised, or there will be no peace or security to Texas.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General U. S. A., com'g dep't.*

Lieutenant Colonel L. THOMAS,

*Asst. Adj't General, Headquarters of the Army, New York.*

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No. 27.—*General-in-Chief to General Twiggs.*

HEADQUARTERS OF THE ARMY,

*New York, November 9, 1858.*

GENERAL: Your communication of October 22d relative to Indian affairs having been laid before the General-in-Chief, he directs me to express his regret that he cannot send additional troops to your department.

He is fully aware of the importance of strengthening your command, but the state of affairs in other parts of our extended country forbids the withdrawal of troops from these distant regions for duty in Texas. The most that can now be done is to fill up the companies with recruits, which has been provided for in Special Orders No. 143.

You have already been instructed with reference to the troops at Fort Arbuckle; and it is probable that the country in the region of the Wichita mountains, now in the department of the west, may be attached to the department of Texas.

Your communication has been forwarded to the adjutant general.

I have the honor to be, very respectfully, your obedient servant.

L. THOMAS, *Ass't Adj. Gen'l.*

Brevet Maj. Gen. D. E. TWIGGS,

*Commanding department of Texas, San Antonio, Texas.*

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No. 28.—*Governor Runnels to the Secretary of War.*

EXECUTIVE OFFICE,

*Austin, October 27, 1858.*

SIR: A short time since I had the honor to transmit you the copy of a letter and instructions to Colonel James Bourland from this office, authorizing him to take the necessary steps for the protection of a portion of the northern frontier from the incursions of the Indians, I now have the honor to transmit his reply to that communication,

from which it will be seen that he has taken steps to organize the company of men authorized by the instructions to him. It is unnecessary for me to add more than the expression of the hope that the general government will not hesitate to provide for defraying the expenses of protection, when, as in this case, they are unavoidably incurred because of the insufficiency of the means provided by the government for the purpose.

I shall not add to this the recital of scenes of recent bloodshed that have occurred during the past week within one hundred miles of this place, the facts of which have been communicated to the commanding general, that he may adopt measures to prevent their recurrence, if in his power, with the limited means at his command. Should he be found unable to render the necessary assistance, and the duty devolve on the State authorities, it will be expected that the federal government will provide to meet the expense.

I am, sir, very respectfully, your obedient servant,

H. R. RUNNELS.

Hon. JOHN B. FLOYD,  
*Secretary of War.*

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COOK COUNTY, TEXAS, *October 18, 1858.*

SIR: Your letter of the 4th and 6th instant, together with a commission to raise a company of mounted men to serve on the frontier of Texas, were received on yesterday morning, and I make no delay in my answer, except such as is necessary in order to give full and reliable information, so far as could be gathered in such a short time.

From what I know of my own knowledge, and from reliable information, I cannot conceive of a much more pressing case or emergency upon your excellency than now exists immediately upon the frontier for protection by the State. The counties of Cook, Montague, Jack, Young, Wise, Palo Pinto, and other frontier counties, have suffered from the incursions of hostile Indians for some time, and very recently their forays have been alarming in the very extreme, from the fact that they have come into the settlements in Wise county, and attacked a company of persons, mostly women and children; but the men being seven in number, all unarmed, the Indians succeeded in killing two men, wounded two others, and much abused the helpless females, after which the Indians robbed the wagon and houses and took their horses; they then, with all the audacity imaginable, rode and drove their stolen property in the night, and probably in the daytime, through the settlements into Cook county, within twenty miles of my own residence, and within twelve miles north of Gainesville; then took the horses belonging to the neighborhood of J. & E. Prey's stock farm, killed a beef, cooked a part, and then made good their escape. They were pursued, but owing to the delay in getting up a sufficient number of men, they were too far ahead to be overtaken; so, after trailing a distance of nearly two hundred miles, pursuit was abandoned.

The foregoing, together with the threats made by the Comanches "that until the last Comanche was killed, Texas should have no peace," and they are verifying their threats as you will see by the battle fought between them and Major Van Dorn and his command near the Wichita village, northeast of the mountains of the same name, and the particulars of which battle have not come to my knowledge, but what I have is from Captain Strain, of Fort Arbuckle, whom I know to be reliable, and here I give you an extract from his letter, dated the 6th instant: "Major Van Dorn had a fight near the Wichita village with Comanches. He was wounded badly; Lieutenant Van Camp was killed, and several soldiers killed and wounded. The Comanches will attack all parties now; they are collecting from the Big Prairie and will be hard to whip. Major Van Dorn and his few companies are expected here to-day, (6th;)" all of which has caused me to accept the commission you have been pleased to forward me, and as I have stated before, I shall repair to Gainesville to-morrow, where the district court for this county will be in session, and I will use all the energy I am master of to raise the number of men authorized for a company to protect those whose families are now mostly exposed, and, as early as practicable, will designate the ground or posts to receive supplies; but at present it would be impossible for any one to say which point, from the fact that many of the entire settlements of from fifteen to thirty families are now abandoned, and are now dependent upon their own exertions and the liberality of the older settlers for a support.

You may rely upon me using all the economy possible, and also the necessary discretion, so far as I am capable of being the judge. This being a hasty answer, as you may discover, you may rely upon receiving frequent communications from me relative to my progress.

I have the honor to be your excellency's obedient servant,

JAMES BOURLAND.

His Excellency H. R. RUNNELS, *Governor*.

P. S. I have furnished the bearer of despatches \$40 as per receipt enclosed, which you will retain out of his pay.

J. B.

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No. 29.—*General Twiggs to Army Headquarters.*

HEADQUARTERS, DEPARTMENT OF TEXAS,  
*San Antonio, October 30, 1858.*

SIR: Herewith is transmitted a report and a call for assistance from the governor of the State. I have no troops available for the purpose, but the company of cavalry stationed at Camp Colorado. I think it more than probable that the company is or has been in pur-

suit of those Indians, as the officer in command of that post (Lieut. Hood) is an active, energetic officer.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Bvt. Major General U. S. A., comd'g dept.*

Lieut. Col. L. THOMAS,

*Assistant Adjutant General U. S. A.,*

*Headquarters of the Army, New York city, N. Y.*

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EXECUTIVE OFFICE,  
*Austin, October 27, 1858.*

SIR: I regret to be under the necessity of communicating to you the enclosed papers,\* furnishing the evidence of recent Indian murders in Brown and Lampasas counties. They were brought to me last night, by express. I have furnished forty rifles for the use of the citizens in their own defence until such aid as can be afforded by the department shall reach them. I have recommended them to call on the commander of Camp Colorado without delay, and shall hope that you will communicate to him orders to give such assistance as he may be able in protecting that particular section of country which, from its exposed situation, seems to be the point of attack. If the commander of that post has at his disposal an adequate active force, I would respectfully suggest the propriety of dividing it and establishing a temporary camp somewhere in that vicinity with a small portion of it, so as to afford more general protection. The citizens, I have every reason to believe, are in great consternation, and unless there can be afforded them some additional security, fear the most disastrous consequences.

I have the honor to be, with the greatest respect, your obedient servant,

H. R. RUNNELS.

Brevet Major General D. E. TWIGGS,  
*Commanding T. M. department.*

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No. 30.—*General Twiggs to Army Headquarters.*

HEADQUARTERS, DEPARTMENT OF TEXAS,  
*San Antonio, November 1, 1858.*

SIR: Herewith I transmit a communication from Major Van Dorn. He is still confined with his wounds. He was shot through the body with an arrow, and another through the wrist, passing between the bones of the arm.

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\* See affidavit of William Windham and Jasper Willis and petition of citizens of Lampasas county, accompanying No. —, War Department.

I have sent to reinforce him, if necessary, with three companies of cavalry. If his situation will justify it, Captain Oakes is to operate with the three last companies and Major Van Dorn's command (until he is able) under Captain Whiting.

Being convinced that action and energetic operations at this time are necessary, I have very unwillingly stripped the frontier of nearly all the mounted force. This, in my opinion, is a very hazardous move, but it is the choice of evils. I intend to keep the command out until spring, at least. As I know (whatever the received opinion to the contrary may be) that dead Indians are not taken from the field, I directed Major Van Dorn not to report any killed that he did not count on the battle ground. His official report only mentioned fifty-six; subsequently a number more were found dead near where they fought, and it is now well ascertained that seventy or eighty are found dead.

It is understood here that many of the Comanches have gone over to New Mexico and located themselves, and will, in all probability, cross over to Mexico. Shall we pursue them into New Mexico? I ask for instructions in relation to this. In the absence of instructions I will order them pursued across the Rio Grande.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Major General U. S. A., commanding department.*

Lieutenant Colonel L. THOMAS,

*Assistant Adjutant General,*

*Headquarters of the Army, New York.*

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#### HEADQUARTERS WICHITA EXPEDITION,

*Camp on Otter Creek, C. N., October 18, 1858.*

CAPTAIN : I have the honor to report my return with my command to this camp. Before leaving the Wichita village, Captain Whiting, then in command, sent Lieutenants Phifer and Harrison, and forty men, with the wounded to Fort Arbuckle with instructions to return immediately to this point as soon as they got there safely in hospital. I think they will be here in a very few days.

Upon my return I found everything going on smoothly, and nothing had occurred of interest during our absence. The whole command are in good health and in fine spirits.

My horses, very much reduced by the forced marches to the Comanche camps and the hard riding during the engagement, were still more weakened by the want of grass on several occasions when we were compelled to camp in the burnt districts between here and the east end of the mountains. I am in hopes, however, that in fifteen or eighteen days they will be enabled to start out on another expedition to the Canadian river, where it is presumed there is another band of Comanches encamped, to which will be added, prob-

ably, the remnant of the one recently broken up. I regret that my wounds will prevent me going in person, but I feel every confidence that my command will succeed, if it is possible, and that Captain Whiting and the other officers will do everything that can be done to promote the objects of the expedition. I shall probably (the surgeon informs me) be enabled to mount my horse again in three or four weeks, but the season for active operations in the field cannot be lost, and I am compelled to send my command out and remain at the depot.

About eighteen miles east of this and near the foot of the southern slope of the Wichita mountains there is a finely wooded country to which I shall probably remove depot upon the return of the next expedition, if you do not object to it. Here the country is rather bare and bleak, and, of course, but little protection is offered to our camp and the animals, that is, off from the margin of the creek, where there is fine timber. There are indications that the creek overflows its banks and I am afraid to risk my stores near them. The creek upon which I propose to move is the west branch of Cache creek, and is in as good a central position for the depot as this, and it has the advantage of having on it the finest growth of timber I have seen in this country, and would, no doubt, be selected as the best point for a military post, should it be deemed advisable to establish one in this vicinity.

There is nothing further of any interest to report. I regret that I have no sketch of the country passed over, ready to send by this express. The death of Lieutenant Van Camp and my wounds have interrupted the execution of that portion of your instructions, but the omission shall be attended to as soon as possible.

Very respectfully, captain, I am your obedient servant,

EARL VAN DORN,

*Brevet Major, Captain 2d Cavalry, commanding.*

Captain JOHN WITHERS,

*Assistant Adjutant General, San Antonio, Texas.*

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No. 31.—*General-in-Chief to General Twiggs.*

HEADQUARTERS OF THE ARMY,  
*New York, November 19, 1858.*

SIR: Your communication of November 1st was forwarded to the War Department without being read by the General-in-Chief, who has been absent three or four days. Having returned, he directs me to reply to your request that the pursuit of hostile Indians within the limits of another department by troops from your own may be sanctioned. He supposed that, from the tenor of previous instructions to you, especially the letter addressed to you from the Adjutant General's office July 24, 1858, you would have no doubts on this subject.

He not only approves of the instructions you have given, but

authorizes you to apply for any aid and co-operations that can be afforded from another department to your expeditions in case of emergency. The commander of the department of New Mexico will be so informed.

I am, sir, very respectfully, your obedient servant,

GEORGE W. LAY,  
*Lieutenant Colonel, Aid-de-camp.*

Major General D. E. TWIGGS,  
*Commanding Department of Texas.*

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No. 32.—*Governor Runnels to the Secretary of War.*

EXECUTIVE OFFICE,  
*Austin, November, 1858.*

SIR: I deem it proper herewith to enclose copies of evidence forwarded to this office concerning Indian depredations, which is believed to be reliable. I forwarded you, a few days since, the response of Captain Bourland to the letter and instructions sent him, copies of which were forwarded you by due course of mail at the time they were issued. I now enclose you the evidence on which my action was based, authorizing him to raise men for the protection of that particular section; consisting of the letters of Colonel Bishop and Mr. Palmer, with petitions of the citizens of the county of Cook, &c. In addition thereto, I beg your attention to enclosed affidavit of citizens of Lampasas county, detailing an account of the murder and captivity of the Jackson family, at a point not distant one hundred miles from the capitol. The affidavit is accompanied by a petition of the citizens, and also the letters of Captain John Williams and Lieutenant Cowan, officers of a company of volunteers organized for the immediate protection of their homes. These letters give full confirmation of the facts set forth in the affidavit and petition. You will please to observe particularly the deplorable condition of the frontier as represented by these letters, and of the panic reigning with the inhabitants. In addition to the written testimony herein contained, information deemed reliable, has been received of the murder of two citizens, by a party of twelve Indians, and the loss of near three hundred head of horses, within twelve or fifteen miles of the town of Belton, a point situated immediately on the main mail stage road from this place to Waco, and distant only sixty miles from this place.

I have on several occasions aforetime called attention to the imminence of the danger, and the pressing necessity for the adoption of prompt and adequate measures for averting the threatening storm, which is now beginning to burst with all its fury on the suffering frontier. Remonstrance having been passed by unheeded, or in a great measure proved unavailing, the executive of this State, as a last resort, has felt himself called upon, under the solemn duty he owes to his fellow-citizens, to interpose such measures for the protection

of life and property as are within his reach. I have, therefore, under the existing emergency, authorized, in addition to the order issued to Captain Bourland, Captain John S. Ford to raise a company of eighty-nine men, with instructions to repair without delay to the point of danger, and give such protection to the inhabitants as he may be able therewith.

In conclusion, I can but express the hope that the government will recognise these companies, and cause an appropriation for their pay and subsistence to be made by Congress at its present session; and if not, that such other effective measures may be adopted at an early day as will render their presence no longer necessary in the field.

I am, sir, very respectfully, your obedient servant,

H. R. RUNNELS.

Hon. JOHN B. FLOYD,  
*Secretary of War.*

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DECATUR, WISE COUNTY, TEXAS,  
*September 18, 1858.*

We, the undersigned, citizens of Wise and Montague counties, most respectfully represent to your excellency the deplorable condition which our country has been thrown in, in consequence of very recent depredations having been committed by the Indians in Montague county, near the northern line of Wise. Two citizens were murdered and several others seriously wounded by a party of Indians, recognized by one of the party who escaped as Kickapoos. Horse stealing is almost of daily occurrence on our frontier, and, from the most reliable evidence, believed to be carried on by the Kickapoo Indians. We would further represent to your excellency that, in consequence of this state of affairs, the citizens of this section of country have resolved to make the effort to protect themselves and their property, so far as it lies in their power, from the almost continuous depredations of the Indians upon our frontier settlers. Having despaired of receiving protection from the United States, we must alone rely upon our own resources for protection—limited as it is both in men and means, it is our only hope for present relief. The condition of our country is truly deplorable. Montague county is at this time depopulated, and their crops left to the mercy of the Indians. Numerous citizens on the northern frontier of Wise and a part of Cook county, have been compelled to leave their homes and their all, and to retire into the more densely populated portions of the country, feeling themselves too weak to defend against the savages who are known to be marauding in their midst. Our citizens are preparing to organize into companies for the purpose of pursuing the Indians into their own country, believing it to be the only means by which we can obtain even a respite from their depredations. We have information that a company raised in Cook county, of one hundred men, will take the field in a day or two. We



design doing likewise as soon as practicable. We are aware that such a course may appear to be rash on the part of a few citizens without authority, and without the necessary supplies and implements of warfare. Self-protection being one of the first laws of nature, we are only acting in obedience to that law, and most respectfully solicit your excellency's sanction and co-operation in aiding us in the effort which we are about to make to defend the country to the fullest extent that you can under existing laws and your sense of propriety in the premises. And your memorialists will ever pray.

H. L. Woodward,  
H. H. Gerwins,  
Napoleon Stone,  
E. Slabbers,  
John R. Reen,  
O. R. Whitton,  
John Christopher,  
A. T. Young,  
J. A. Reed,  
Henry Jennings,  
E. M. King,  
Joseph E. Boydston,  
J. J. Moore,  
J. P. King,  
F. M. Finley,  
John W. Lane,  
Ambrose Anderson,  
H. Connolly,  
E. Halsell,  
William W. Brady,  
William H. Moss,  
L. D. White,  
A. B. Fulenganié,  
Wilson Cooke,  
John B. Williams,  
William B. Bordwell,  
B. C. Barnes,  
Thomas C. Weatherby,  
J. Richardson,  
Moses P. Bell,  
William Cooke,

William Ray,  
J. E. Britten,  
F. M. Johnson,  
James Scarboro,  
J. W. Connolly,  
John O. Lewson,  
James G. McDonald,  
G. B. Pennington,  
John S. Bobb,  
S. V. Bobb,  
Bradley H. Oats,  
M. D. Feelby,  
John Ramsay,  
R. M. Marshal,  
Wm. M. Calhoun,  
John M. Birdwell,  
James H. Proctor,  
Jacob Craig,  
George W. Stevens,  
George Bridwell,  
Edward H. Blythe,  
Daniel Howell,  
A. E. Allen,  
John McDonald,  
William Wugley,  
Adam C. Anderson,  
Henry Moore,  
Benjamin B. Haney,  
Joel C. Hancock,  
J. W. Hale.

His Excellency H. R. RUNNELS.

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DECATUR, *September 26, 1858.*

DEAR SIR: By the request of a large number of the citizens of this county I enclose you the petition of a portion of the citizens of our county in relation to the Indian difficulties on our frontier; many more would have signed it had it been deemed necessary. Indeed, every citizen of Wise county and other frontier counties would write

in similar memorials to you had they the opportunity of assembling for that purpose; suffice it to say, that our whole frontier country is in a highly excited state of anxiety and apprehension of immediate impending danger from the Indians residing near our northern frontier. The Comanches, Kickapoos, and other tribes are believed to be leagued together for the purpose of harassing our people, many circumstances, as well as rumor, strengthen this opinion; and for the first time since depredations have been committed upon our citizens I am free to confess that I have strong apprehensions that our country is in serious danger, unless immediate measures are taken to ward off the blow that is evidently in preparation to give our frontier. I delayed sending this memorial by last week's mail, in order to get all the information I could in relation to the many rumors in relation to Indians, said to be in various parts of the country stealing horses, killing cattle, plundering houses, and occasionally murdering our people.

I visited Cook county during the past week, in order to obtain the most reliable information I could on the subject. While there information of a reliable character was received at Gainesville that Indians were seen within eight miles of that place, having a number of loose horses, driving in the direction of Red river. Two or three other similar rumors reached Gainesville during my stay there, not of so reliable a character as the one mentioned, but generally believed to be true. On my return to this place, on Friday last, I was met with similar rumors of Indians in Wise. On last Thursday evening two men were out hunting cattle in the upper part of Wise, and were run in by Indians; the number seen was four. On last (Saturday) evening guns were heard firing a few miles from the upper settlers in this county, who have remained at their homes. The whole country above them being [uninhabited,] leaves no doubt that the firing of the guns was done by Indians. The same thing occurred again this morning, in the same vicinity. My informant is a reliable citizen, who heard the guns, and says that there is not a white family at present in the direction of the firing. He has just left here for home, entertaining serious apprehensions for the safety of himself and neighbors.

I am no alarmist and have used every effort in my power to keep down excitement and alarm amongst our citizens up to this time, but cannot longer resist the conviction that we, and all of the frontier counties, are in imminent danger, unless immediate measures are taken for the defence of our frontiers. The mail carrier from this to Fort Belknap brings intelligence that signs are thick in Jack county, and that a man was murdered in Young county last week near the line of Jack, while on his way home from a neighbor's house.

The regular troops on our frontier give us no protection; the post to be established near Wichita mountains furnishes us no kind of protection whatever. The Indians are known to be thick in their rear at this time, and have nothing to fear from them whatever. Where is an instance that can be cited where the regular troops have ever pursued and overtaken, or captured, or killed any hostile Indians on our frontier? I have yet to learn of the first instance of the kind, nor can I feel any confidence in such (mis-named) protection. The com-

pany referred to in the enclosed memorial, raised in Cook county and endeavoring to be raised in Wise, have fallen far short in numbers to what was anticipated, but have succeeded in raising near one hundred men in this and Cook county together, and have marched in search of Indians, two or three days since, intending to operate as far as Red river, and probably beyond that point in case they find signs indicating the near approach of Indians to our borders. This force can only remain in the field for a very short period, for the want of facilities to carry on a regular campaign. The most of them have families left at home without protection, and whose means are limited. The most of us are barely able to live in the country and not able to defend it. Can you consistently exercise the functions of your office in adopting some speedy remedy for our defenceless situation, by recognizing the company already raised or by authorizing the raising of a company for a few months? I think the circumstances will justify you in such a course.

I am, very respectfully, your obedient servant.

H. BISHOP.

Governor RUNNELS.

P. S. I should be pleased to hear from you at your earliest convenience. I will write you again in a few days. The mail closes in a few minutes and I must close for the present.

I endorse all written on this sheet.

H. H. GAINS.

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GAINESVILLE, *October 4, 1858.*

DEAR SIR: We the undersigned citizens of Cook, Montague and Wise counties, do hereby present to your honor the facts concerning the state of Indian depredations in Montague and Wise counties, hoping that you will order forthwith a company of rangers to chastise these Indians and secure safety to our frontier settlers who are now in great danger, not only of their lives, but of their stock, and the depredations are as follows:

Four weeks ago on Sunday there were seven men and about twenty women and children while on the road near the head of Denton creek, when a party of Indians broke out of the bushes upon them, killing two men and wounding two more; the names of those killed were Daniel Wainscott and Cashus McDonald. The Indians rode over several of the women and children, throwing their lariats over them and otherwise abusing them; Mrs. Wainscott was out in the woods with a child three weeks old, from Sunday until Wednesday; when found was nearly exhausted; the distressed families have remained near this place.

About ten days ago a man and his horse were found dead on the overland mail road forty miles west of this place.

Horses and cattle have been stolen and found dead; all the settlers

of the northern part of Montague, Wise, and Jack counties have removed, leaving their crops and some of their stock to the mercy of these savages.

We now petition that you order one hundred men to range in these upper frontier counties, this side of Fort Belknap, for six months, believing this will secure to the settlers a safety to life and property until the emigration will be strong enough to protect themselves.

*Names.*

M. W. Estes,  
Samuel M. Baird,  
William Lanning,  
David Avis,  
Frederick Hamilton,  
Willey B. Savage,  
E. C. Palmer,  
F. M. Latty,  
C. McDonald,  
J. E. Latty,  
Robert Latty,  
W. C. Latty,  
Anderson White,  
James White,  
Aaron Hanning,  
Jerold McDonald,  
William H. Taylor,  
John Wellingham,  
Fincas McFarlan,  
L. P. Lotty,  
M. M. Hagler,  
Daniel S. Hagler,  
Willis Lavender,  
John Morris,  
Austin Morris,  
James Truelove,  
James O. Hill,  
Edwin Leek,  
Francis Stump,  
William Stephens,  
J. C. McGaver,  
J. Y. Lyday,  
William Crow,  
N. Stephens,  
Westley Mann,  
Patrick Burns,  
J. A. Paschal,  
J. W. Hale,  
Cornelius Burez,  
White Biernado,  
J. H. Hordezra,

W. P. Lowe,  
J. M. Sindars,  
J. B. Devenport,  
James Mann,  
D. W. Shums,  
J. Berows,  
J. G. Small,  
H. H. Tisdall, M. D.,  
J. W. Barley,  
T. S. Ewing,  
S. B. Retten,  
J. M. Bailey,  
S. S. Lindvey,  
J. B. C. Ewing,  
Stiles S. Carpenter,  
Wm. Hendrick,  
Jno. Benton,  
John Brumley,  
M. M. Redmon,  
Hugh M. Green,  
Jacob Dalking,  
Domrick Burns,  
Jasper Nie,  
Geo. Y. Bird,  
J. E. Hughes,  
T. Richards,  
N. T. Bonner,  
Jno. L. Ethredye,  
Sam'l Hauffman,  
M. Steinleir,  
Alfonzo Templeton,  
S. G. Poarners,  
Wm. B. McCrun,  
Lem'l Goodwing,  
Wm. Bean,  
J. R. Wonall,  
T. H. Hamett,  
A. W. Morris,  
Jno. W. Johnson,  
Mansil Baily,  
M. W. Matthews,

Wm. F. Fitchue,  
 Jesse Byrd,  
 Carpenter Chadwell,  
 Lewis Carpenter,  
 Daniel Montague,  
 S. C. Atkinson,  
 Jno. W. Crisp,  
 James M. Gibson,  
 Joshua Hahn,  
 James Ramsay,

Aaron Hill,  
 Jesse H. C. Jones,  
 Jno. Longaire, jr.,  
 J. M. Redmon,  
 R. Bean,  
 L. L. Brumley,  
 A. D. Huffman,  
 A. J. Mann,  
 B. C. Ticknor.

I do certify that the above named citizens of Montague county to have their names affixed to this instrument.

FRANK M. TATTY,  
*Surveyor of Montague County.*

GAINESVILLE, *October 4, 1858.*

DEAR FRIEND: Herewith I send you a petition, signed by the best citizens of this and the adjoining counties who are here. The Indians have driven them in from their homes, and stolen and destroyed property to the amount of several thousand dollars, which is not named in the petition. There is no humbug about it. The Indians have been seen by several persons lurking about, some not more than four miles from this place. It is all the men can do to protect their stock and their families; they cannot go out after the Indians; they are all looking to you for a little help immediately, and you will gain a great credit by assisting.

It is their wish that you send Captain Ford, if he is convenient, with orders to enlist a company in these or the adjoining counties.

This country is settling up very fast; a large emigration is expected from Missouri and the slaveholders from Kansas.

Yours, respectfully,

E. C. PALMER.

H. R. RUNNELS, *Governor of Texas.*

COLD SPRINGS, POLK COUNTY,  
*October 14, 1858.*

DEAR SIR: I have just returned home from the Red river frontier, and will offer you a few observations. The entire county of Montague, which was settling up very rapidly, is now depopulated, except, perhaps, one family, (Buchanan's, just beyond Cook county, on the Belknap road,) and Wise and Jack counties are thinning out rapidly. Last winter I settled a number of emigrants on my lands on the Little

Wichita ; they have all returned to the neighborhood of Gainesville, to save their stock and other property. Emigrants just coming in from other States are returning to Kansas and elsewhere, and writing to their friends to stay where they are. The people look to you for protection and on Texas rangers, having no confidence whatever in the United States troops, and you may rest assured the people, not only on the frontier, but of the whole State, and their representatives, will support you in any measures or responsibilities you may take to protect the frontier and punish the Indians. I have been travelling for several months over the State, and have made it my business to inquire into public feeling.

You have, no doubt, been informed of the murders committed in the frontier counties by the Indians.

Trusting that you will, if not already done, call out the rangers,  
I remain, with esteem, your friend,

BEN HUBERT.

Gov. H. R. RUNNELS.

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SAN SABA, *October 25, 1858.*

SIR: On Saturday, the 16th instant, we set out from this place, with ten men, to scout for Indians. We went east of Camp Colorado, on the divide between Pecan bayou and the Colorado. On Thursday, the 21st instant, we struck an Indian trail on Clear creek, about thirty-five miles north from this place. We followed this trail about ten miles ; found part of two cows killed by two Indians. About half of each had been taken away. Following on about ten miles, on Friday we reached the residence of Joshua Jackson. It was deserted. Two miles further, we found the bodies of Joshua Jackson, Mrs. Jackson, their daughter, aged about sixteen years, and of a little [child?] aged about seven years. They had been murdered by the Indians on Thursday, about 10 o'clock. The bodies we ourselves buried. Two sons, who escaped, tell us that two of the family are still missing—probably carried off by the Indians—a daughter, aged about eleven, and another about nine years of age.

Since that time my men have been on the outskirts of the settlements, being unable to go in pursuit for want of supplies. The supplies having just come, we will pursue the Indians to-morrow with about sixty men. We will be in active service for some time.

We have reliable information that another company of Indians is in the settlements. The trail was followed down Pecan bayou, from near Camp Colorado, by Custis Mays and sixteen men, a few days ago. These Indians met Adams ; captured his horse, which he abandoned for a thicket to save his life.

The settlers are abandoning Pecan bayou, below Chandler's to the Colorado, and down the Colorado to Queen's settlement, about eight miles above the mouth of the San Saba. The people will retreat still further unless immediate protection is afforded.

It would be too tedious to give all the rumors of late, (many of which seem authentic) We will keep you advised of the movements of the company.

Respectfully,

JOHN WILLIAMS,  
By D. C. COWAN.

His Excellency H. R. RUNNELS.

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STATE OF TEXAS, *County of Lampasas.*

Be it remembered, that on this day personally appeared before the undersigned authority, William Windham and Jasper Willis, both citizens of Brown county, Texas, who, after being sworn, depose and say: that on Thursday last, in said county of Brown, a party of Indians, supposed to be about twenty in number, attacked the family of Joshua Jackson, who were out gathering pecans, consisting of the old man and his wife and two sons and two daughters, all missing; the old lady and one of the boys we saw killed near the wagon; we have been informed, and believe it to be true, that the old man was afterwards found dead about one hundred and fifty yards from the wagon. The trail was followed about one half mile to the river, and found on said trail a stocking belonging to one of the little girls with spots of blood on it; we have every reason to believe that the whole family has been murdered, save the little girls, who have been carried into captivity a thousand times worse than death itself.

STATE OF TEXAS, *County of Lampasas.*

On the 25th day of October personally appeared before me, B. S. Whitaker, notary public, Lampasas county, William Windham and Jasper Willis, who, before me, made oath that the facts stated in the foregoing statement were true.

In testimony whereof, I have hereunto set my hand and seal of office, at office, this 25th day of October, 1858.

B. S. WHITAKER,  
*Notary Public, Lampasas County, Texas.*

SIR: Enclosed I send you the statement of two respectable citizens of Brown county, stating that the peaceable and quiet citizens of the county, while pursuing their peaceable avocations, have been attacked and foully murdered by a band of Indians. These Indians have been upon the frontier for several days, watching an opportunity to pounce upon some unguarded settler, and have most gloriously succeeded, and they are still lingering in the mountains to wreak further vengeance upon the unguarded frontiersman. In addition to the facts stated already, another party of Indians were seen on the Lampasas river on yesterday, fourteen in number, that had collected a small lot of horses and were guarding them very quietly—had about thirty head; a party

of men left this place this morning for the scene of conflict, but are poorly mounted and worse armed.

These are actions and scenes I think your excellency can hardly pass unnoticed. This is not the first time our citizens have been murdered by the Indians; the country is in such a condition that it is bound to be abandoned unless something is done, and that very soon. Protection will do us no good after our citizens' have been killed or driven into the interior.

Hoping to hear that your excellency will do something immediately, I am, sir, very respectfully, your obedient servant,

B. S. WHITAKER.

His Excellency H. R. RUNNELS,  
*Governor of the State of Texas.*

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SAN SABA, October 28, 1858.

This morning, about 9 o'clock, reports reached this place that a company of five Indians were within three miles of this place. District court being in session, Judge Vontress adjourned, and the court and juries, and many citizens, went forthwith in pursuit. Captain Williams' company has not been altogether yet, but are in the service in detachments in various places.

I am here with a very few men, and will march in two or three hours.

Respectfully,

D. C. COWAN,

*First Lieut. Captain J. Williams' Company.*

Hon. H. R. RUNNELS.

P. S. I never have seen such excitement on this frontier in my life; that there are Indians in the country there is no doubt.

Most respectfully, your obedient servant.

D. C. COWAN,

*First Lieut. Captain J. Williams' Company.*

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LAMPASAS, October 30, 1858.

MY DEAR SIR: To-day I arrived at home and found our people much more alarmed than when I left. Large numbers have moved on into the counties below this. A number of families have been persuaded to stop here, and every house in town is full—all free of rent. We understand that what families are above this are fortified, none daring to attend to their business.

One of the young ladies that was supposed to have been taken into captivity has been found murdered; one of her breasts was cut off, and her person otherwise badly butchered.



The company that left on Monday in pursuit of those Indians followed their trail from within twelve miles of this place, along the dividing ridge or range of mountains below the Cow-house and Leon, on the one side, and the Lampasas and Pecan bayou on the other; near the Pecan the trail divided, one keeping on out of the settlements, the other turning down the Pecan; the party that pursued the one leading from the settlements pursued it until they met the company that had went out from Cora on the information given them by the mail rider, of a party of Indians leaving the settlements with a drove of horses; they had went out armed with pistols only, and overtook four Indians; they killed one, wounding two others badly, and captured about thirty-five horses. Also found upon and with the Indians some clothing recognized as having belonged to Mr. Jackson and family.

Those that pursued the trail down the Pecan were unable to find them; they think that they divided, and are yet in the county hunting more horses.

This is the best information I can get in the alarm and confusion at this place at present; I hope some one that has been out will inform you more fully.

I shall start on Tuesday morning for Camp Colorado, and will be out some days in the country.

Your letter was read to the citizens; they seemed disappointed that I did not get a company.

Your friend and obedient servant,

HILLARY RYAN.

His Excellency H. R. RUNNELS.

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No. 2.

**THE STATE OF TEXAS, *County of Lampasas.***

Whereas information has just reached us of a horrid massacre by some hostile Indians upon Pecan bayou, near the Colorado river, of Joshua Jackson, his wife, and two sons and two daughters, supposed to be killed or carried off into captivity, and various other persons of respectability report other hostile bands of Indians in the vicinity of Lampasas river and tributaries, and that this whole frontier country is now in a very greatly exposed condition and alarm; and thus we again, as the last resort, petition your excellency to grant us a company and commission officers for six months' service on our immediate frontier, or such other term of service as your excellency may think expedient; and lastly, we here again say, unless some immediate relief is granted, this whole frontier will be immediately broken up. We, the undersigned, can certify to the credibility of William Windham and Jasper Willis, who swear to the truth of the facts herein

set forth, and that, if it were necessary, a score of others would make oath to the same.

W. C. Wiseman,  
B. S. Whitaker,  
J. S. Stump,  
John N. Grady,  
Hiram L. Jones,  
Josiah Rains,  
W. Windham,  
G. W. Scott,  
Lewis Knight,  
M. L. James,  
William Wilson,  
R. G. Willis,  
R. Williams,  
G. Willis,  
Isham Tipton,  
Thomas Townsend,  
A. Williams,  
Stephen Boyce,  
C. Mullins,  
W. J. Gallaspy,  
John Curry,  
J. Z. Bean,  
Joseph Martin,  
R. J. Moore,  
A. W. Anderson,  
Mark Bean,  
A. Bradley,  
L. D. Nichols.

T. P. Hutcheson,  
W. C. Pogue,  
R. Y. Cross,  
John Burleson,  
A. Spencer,  
John H. Greenwood,  
M. Alexander,  
Jacob Smith,  
Thomas S. Hardey,  
J. Y. Martin,  
H. Moore,  
W. A. Moton,  
G. W. Moody,  
S. Collinsworth,  
John A. Wenner,  
B. F. Means,  
J. M. Hill,  
James Gibson,  
Ben. Gooch,  
M. D. Harris,  
Thomas S. Evans,  
Thomas I. Pitt,  
David Evans,  
Lewis W. Knight,  
Thomas H. Espy,  
D. D. Weekins,  
W. B. Covington.

His Excellency H. R. RUNNELS,  
*Governor of the State of Texas.*

STATE OF TEXAS,  
*County of Lampasas, October 25, 1858.*

I hereby certify that the subscribers to the foregoing petition are personally known to me, and entitled to full credit.

WILLIAM JONES,  
*Chief Justice L. C.*

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EXECUTIVE DEPARTMENT,  
*Austin, Texas, November 2, 1858.*

CAPTAIN: You are hereby authorized and empowered to raise a company of rangers, to serve for six months, unless sooner discharged.

The said company will be organized in accordance with the laws of the United States, and will consist of one captain, one first lieutenant, one second lieutenant, four sergeants, four corporals, two farriers and blacksmiths, and seventy-four privates. You will rendezvous at this

place, and proceed to organize by the election of officers at the earliest practicable period, and you will report the result of said election to the proper department immediately.

After the completion of the organization, and the procurement of the necessary supplies, the said company will move without delay to a suitable point to protect the exposed settlements which have recently suffered from Indian depredations.

H. R. RUNNELS.

Captain JOHN S. FORD,  
*Austin, Texas.*

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No. 33.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, November 15, 1858.*

SIR: Major Van Dorn, notwithstanding his severe wounds, writes he will, on the 28th October, be in the saddle at the head of his command, and will march on that day for the Antelope Hills, near the Canadian river, where, it is rumored, the Indians are in large numbers. The major's command is small—three hundred and nineteen (319) total enlisted, aggregate three hundred and thirty-two (332)—not all for duty, but I do not fear the result.

Captain Oakes, with three companies of cavalry, are on the way to reinforce him, Captain Oakes to command if the major is not able to take the field. When it is recollected those Indians stood the charge of cavalry, and fought one hour and a half in the open prairie, they are not to be despised as enemies.

I regret to hear that Captain Oakes is suffering from his former wounds, and recently has had a hemorrhage of the lungs, his fifth since June. I intended him to replace the major, but his health will not permit it. I have only to hope the major's health will allow him to continue in command.

I misunderstood your telegraph, and supposing that Fort Arbuckle was to be added to this department, gave some orders to Major Emory—fortunately, nothing that could interfere with his duties to the other department. I cannot unite Major Emory's command with Major Van Dorn's, as there is not an officer in the army that I would willingly see supersede Major Van Dorn in command.

If I had one-half the troops other commanders who preceded me here had, I do not hazard much in saying this Comanche war would soon be ended.

Up to this time it has not cost the United States *one dollar more*, in this expedition of Major Van Dorn, than it would have done at their usual stations.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Bvt. Maj. Gen. U. S. A., Commanding Department.*

Lieut. Col. L. THOMAS,

*Assistant Adjutant General,*

*Headquarters of the Army, New York.*

No. 34.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, November 18, 1858.*

SIR: It is known that the buffalo migrate every fall from the north to the south; the season for their coming south has commenced; the Comanches follow the buffalo. It is of great importance, in the present state of Indian affairs, that this, if possible, should be prevented. I have now, or soon shall have, seven companies of cavalry in their country. Major Van Dorn reports the horses as much worn down and low in flesh. If the company of the 1st infantry, now at Arbuckle, could return to Texas, I could send another company of cavalry to reinforce Major Van Dorn's command.

The experiment of following the Comanches into their country so far is attended with good results. None have been on the frontier since Major Van Dorn went into that country, with one exception, and that was the party that murdered the family in Brown county, and it is believed they were in the vicinity of the settlements before Major Van Dorn left Fort Belknap.

I regret it will be out of my power to furnish a topographical sketch of the country the troops are now operating in; the only available officer for that duty was killed in the action of the 1st of October.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Bvt. Maj. General, Commanding Department.*

Lieut. Col. L. THOMAS,

*Asst. Adjutant General, Headquarters of the Army, N. Y.*

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No. 35.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, November 26, 1858.*

SIR: Yours of the 9th instant was received. I regret to learn that a few more mounted companies cannot be spared for Texas. From two Comanches, just from among that tribe, it is understood they have gone north of Bent's Fort, on the Pawnee fork of the Canadian river, and will probably remain there until the cavalry leaves their country, when the same scenes will be enacted over again that have been on the Texas frontier for the last ten years. According to Major Van Dorn's last report, his horses were much reduced, the Indians having burnt the grass. I fear I shall have to order them in to recruit their horses. The major is now on a scout to the Antelope Hills, on the Canadian.

A weekly mail goes into operation from El Paso on the 15th of December to this place. Fort Bliss being in Texas, I presume it will be added to this department.

Filling up the companies does not add much to reinforcing the command in this department. I consider the infantry as totally useless to *pursue* Indians, and the cavalry companies not being more than fifty mounted to each company.

I beg leave respectfully to say, *as it is my duty to do*, the inhabitants of Texas cannot be protected by the present force in the department.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Bvt. Maj. Gen. U. S. A., Com'g Dep't.*

Lieut. Col. L. THOMAS,

*Assistant Adjutant General U. S. A.,*

*Headquarters of the Army, New York City, N. Y.*

No. 36.—*Major Van Dorn to Texas Headquarters.*

CAMP RADZIMINSKI, C. N.,

*November 28, 1858.*

CAPTAIN: I have the honor to enclose a copy of my order No. 11, for the information of the commanding general. It is my intention to send one squadron up the north fork of Red river to the foot of the Staked Plains, the second up the south fork and its branches the same distance, and I will conduct the third myself to the headwaters of the Brazos, and, if possible, as far as the headwaters of the Colorado river. I can learn nothing whatever of the whereabouts of the Comanche Indians, except that now and then a rumor comes that they are on the Brazos, Colorado, and Arkansas rivers. No signs of them whatever have been found in this section of the country since the battle at the Wichita Camp. We can do nothing now but hunt them, which we shall do as long as our horses can carry us.

I regret exceedingly that I shall lose the valuable services of Captain Oakes, but he has discovered the seeds of an unfortunate disease upon his lungs since he left San Antonio, and has been advised and urged by several medical officers to withdraw from the exposures of this expedition, and I have also advised him to do so with great regret. He reluctantly consents to do so, and I hope the commanding general will consider favorably his application for leave of absence, and believe that nothing would have caused him to withdraw from this service but imperative necessity.

Very respectfully, captain, I am your obedient servant,

EARL VAN DORN.

*Brevet Major Captain 2d Cavalry, Commanding.*

Captain JNO. WITHERS,

*Assistant Adjutant General, San Antonio, Texas.*

Captain Oakes will leave camp, for San Antonio, the first December.

ORDERS No. 11.] HEADQUARTERS WICHITA EXPEDITION,  
*Camp Radziminski, C. N., November 26, 1858.*

1st. Cavalry companies B and G forming one, and C and F a second column, will hold themselves in readiness to saddle for service, for twenty days, on the 1st proximo. The senior officer of each command will receive written instructions before marching.

As these details are made without entire regard to the rank of the company officers, justice to the seniors requires that it should be stated that the companies are selected according to the condition of the horses for the field; the horses of the other companies being weakened by causes not in the control of the company commanders, the interest of the service demands the departure from the rule.

Should company G not have arrived at this depot on the 1st, company H will take its place on the detail.

2d. Companies A, H, and K will mount as many horses on the 12th proximo as may then be found fit for service in the field, and will form a third column, under the commanding officer; they will hold themselves in readiness accordingly.

3d. The acting assistant quartermaster, Lieutenant Porter, will proceed without delay to Fort Arbuckle, C. N., with all the available wagons in his charge, and buy in that vicinity all the corn he may be able to transport, and return with the greatest possible despatch to the depot. Upon his return he will send twenty-five wagons to Fort Belknap for subsistence stores and other necessary supplies.

By order of Major Van Dorn:

JAMES P. MAJOR,  
 2d Lieut. 2d Cavalry, Adjutant.

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No. 37.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, December 8, 1858.*

SIR: I have the honor to report, for the information of the lieutenant general commanding, that Brevet Major Van Dorn, commanding the Wichita expedition, left Camp Radziminski on the 28th of October, with companies A, F, H, and K, 2d cavalry, and made an extensive scout to and beyond the Antelope Hills, on the Canadian river, returning to his camp on the 16th of November, without having seen any Indians or signs of them. He travelled a distance of about two hundred and eighty miles, and found the weather wet and so cold that six of his mules and twenty-one of his horses died before his return.

It has been ascertained that the Comanches have gone far to the northward, and will, therefore, in all probability, not trouble the frontier of Texas a great deal this winter. I have, in consequence, given Major Van Dorn permission to come, with a portion of his com-

mand, to winter at Fort Belknap or Camp Colorado to recruit his animals. On the 18th ultimo the snow was ten or twelve inches deep at Camp Radzimirski, and the supply of forage very meagre, indeed.

I am, sir, very respectfully, your obedient servant,

D. E. TWIGGS,

*Bvt. Maj. Gen. U. S. A., Comd'g Dep't.*

Lieutenant Colonel L. THOMAS,

*Assist. Adj't General, Headquarters of the Army,*

*New York City, N. Y.*

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No. 38.—*General Twiggs to Army Headquarters.*

HEADQUARTERS DEPARTMENT OF TEXAS,  
*San Antonio, December 13, 1858.*

SIR: For the last ten years the troops for the protection of this frontier have been acting on the defensive, and only pursued Indians when they committed depredations, often successful, but frequently without overtaking them. The policy of establishing posts to protect the country I always doubted; experience has proved satisfactorily to my mind that it will not answer the purpose intended. You will see, from my communications to the headquarters of the army of June 16, 1857, October 20, 1857, July 6, July 27, and August 4, 1858, and to the Adjutant General's office of August 9, 1858, that I recommended following them into their country, and it was only in September last I felt I could assume the responsibility of detaching the cavalry from the frontier post for that purpose. The present season proves so inclement that a winter campaign cannot well be made with our animals so reduced as they are.

We are now paying about twenty thousand dollars a year for rents of depots and military posts. I propose to change early next spring, with the approbation of the general-in-chief, the plan of operations here. Early next spring have all the mounted force concentrated at or near the Wichita, and open a vigorous campaign against the Indians as soon as the mounted force is in the field; concentrate the infantry at some point near the Indian country, breaking up all the posts except those on El Paso mail route, and those only a company of infantry at each. If some five or six mounted companies could be spared to scour the country on the headwaters of the Pecos river, where it is said there are dense forests of timber the Indians retreat to when pursued, it would be of great service.

The expenses of this department are necessarily enormous, but I think if the plan I propose was adopted, the expenses would not be so great, and the country be better protected. A part of the Comanches, it is said, have crossed the Rio Grande and located themselves in Mexico, and they will doubtless, from there, rob and murder in Texas; if I had the force I would feel no hesitation in following them, unless

otherwise directed. The posts on the Rio Grande I think perfectly useless. They have now no government in Mexico, and the troops from that frontier could be withdrawn. I see some indications in the public prints that it is proposed to treat with all the Indian tribes now hostile to the United States. I trust none will be made with the Comanches, as they never have observed any treaty stipulations. They must be made to feel the power of the United States. Three or four such drubbings as Major Van Dorn gave them might bring them to submit to the United States.

I would most respectfully suggest that more arms, ammunition, and "scalping knives" be given to them, for the present at least.

Very respectfully, your obedient servant,

D. E. TWIGGS,

*Brevet Maj. Gen. U. S. A., Commanding Dep't.*

Lieutenant Colonel L. THOMAS,

*Assistant Adjutant General United States Army,*

*Headquarters of the Army, New York City.*









INCREASED SPEED OF UNITED STATES MAILS FROM ST.  
JOSEPH, MISSOURI, TO PLACERVILLE, CALIFORNIA.

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MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

ASSIGNING HIS REASONS

*failing to approve "A joint resolution in regard to carrying the United States mails from St. Joseph, Missouri, to Placerville, California."*

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JANUARY 7, 1859.—Ordered to be printed.

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*To the House of Representatives:*

On the last day of the last session of Congress, as appears by the journal of the House of Representatives, "a joint resolution in regard to the carrying the United States mails from St. Joseph, Missouri, to Placerville, California," was presented to me for my approval. This resolution authorized and directed the Postmaster General "to order an increase of speed upon said route, requiring the mails to be carried through in thirty days (instead of thirty-eight days, according to the existing contract) provided the same can be done upon a pro rata increase of compensation to the contractors."

I did not approve this joint resolution, first, because it was presented to me at so late a period that I had not the time necessary on the day of the adjournment of the last session for an investigation of the subject. Besides, no injury could result to the public, as the Postmaster General already possessed the discretionary power under existing laws to increase the speed upon this as well as all other mail routes. Second, because the Postmaster General, at the moment in the Capitol, informed me that the contractors themselves had offered to increase the speed on this route to thirty instead of thirty-eight days, at a less cost than that authorized by the joint resolution. Upon subsequent

2      INCREASED SPEED OF UNITED STATES MAILS, ETC.

examination it has been ascertained at the Post Office Department that their bid, which is still depending, proposes to perform this service for a sum less by forty-nine thousand dollars than that authorized by the resolution.

JAMES BUCHANAN.

WASHINGTON, *January 7*, 1859.



COAST SURVEY EMPLOYEES, &c.

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LETTER

FROM

THE SECRETARY OF THE TREASURY,

COMMUNICATING

*A statement of the names and salaries of the persons employed on the Coast Survey.*

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JANUARY 7, 1859.—Laid upon the table, and ordered to be printed.

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TREASURY DEPARTMENT, *January 4, 1859.*

SIR : I have the honor to transmit, in accordance with the provision of an act of Congress approved March 3, 1853, a report from the general disbursing agent of the Coast Survey, Samuel Hein, esq., forwarded to this department by the Superintendent, and showing the number and names of the persons employed upon that work during the last fiscal year, the compensations paid, nature of occupation, and length of time during which the persons were employed ; together with a statement of all the expenditures made for field and office work under the direction of the Superintendent of the Coast Survey.

With great respect, your obedient servant,

HOWELL COBB,  
*Secretary of the Treasury.*

HON. JAMES L. ORR,  
*Speaker of the House of Representatives.*

*List showing the number and names of the persons employed in the Coast Survey during the fiscal year ending June 30, 1858, with the amount of compensation and time of employment; with a statement of all expenditures made under the direction of the Superintendent of the Coast Survey: prepared in pursuance of an act of Congress approved March 3, 1853, by Samuel Hein, general disbursing agent of United States Coast Survey.*

## LIST OF COAST SURVEY EMPLOYEES.

Names and offices.	Amount of compensation.	Time employed.
<i>Superintendent.</i>		
A. D. Bache .....	\$6,000 00	1 year.
<i>Assistants.</i>		
Edmund Blunt .....	3,500 00	do.
F. H. Gerdes .....	2,500 00	do.
C. O. Bontelle .....	2,300 00	do.
J. E. Hilgard .....	2,300 00	do.
George Davidson .....	1,800 00	do.
H. L. Whiting .....	2,100 00	do.
John Farley .....	2,000 00	do.
W. E. Greenwell .....	1,700 00	do.
Samuel A. Gilbert .....	1,700 00	do.
Charles P. Bolles .....	1,500 00	do.
George W. Dean .....	1,500 00	do.
J. J. S. Hassler <sup>a</sup> .....	1,375 00	11 months.
George A. Fairfield .....	1,300 00	1 year.
R. M. Bache .....	1,200 00	do.
George D. Wise .....	1,200 00	do.
A. W. Longfellow .....	1,200 00	do.
A. M. Harrison .....	1,200 00	do.
A. S. Wadsworth .....	1,200 00	do.
John Seib .....	1,200 00	do.
Hull Adams .....	1,200 00	do.
W. P. Trowbridge .....	1,200 00	9 months.
<i>Sub-Assistants.</i>		
Henry Mitchell .....	1,200 00	1 year.
Edward Goodfellow .....	1,000 00	do.
A. F. Rodgers .....	1,000 00	do.
W. M. Johnson .....	1,000 00	do.
James S. Lawson .....	1,000 00	do.
S. A. Wainwright .....	800 00	do.
S. C. McCorkle .....	800 00	do.
J. A. Sullivan .....	800 00	do.
Benjamin Huger, jr. ....	800 00	do.
George H. Bagwell .....	800 00	do.
C. T. Iardella .....	800 00	do.
Stephen Harris .....	800 00	do.
Malcolm Seaton .....	800 00	do.
Charles Ferguson .....	600 00	do.
W. S. Gilbert .....	600 00	do.
J. G. Oltmanns .....	600 00	9 months.

<sup>a</sup> Died June 23, 1858.

## LIST—Continued.

Names and offices.	Amount of compensation.	Time employed.
<i>Artificer.</i>		
Thomas McDonnell .....	\$1,000 00	1 year.
<i>Disbursing Agent.</i>		
Samuel Hein .....	2,500 00	do.
<i>Clerks.</i>		
R. L. Hawkins .....	1,300 00	do.
W. S. McPherson .....	800 00	do.
<i>Computers.</i>		
Charles A. Schott, assistant .....	1,600 00	do.
Theodore W. Werner, assistant .....	1,565 00	do.
Eugenius Nulty .....	1,200 00	do.
James Main .....	1,100 00	do.
G. Rumpf .....	1,000 00	do.
John Weissner .....	886 69	11½ months.
J. T. Hoover .....	721 44	2,004 hours.
W. D. Storke .....	229 44	6½ months.
T. F. Herbert <sup>o</sup> .....	66 00	2 do.
L. Daser <sup>o</sup> .....	66 00	22 days.
J. E. Blankenship <sup>o</sup> .....	60 00	1 month.
<i>Tide computers.</i>		
L. F. Pourtales, assistant .....	1,600 00	1 year.
L. W. Meech .....	1,500 00	do.
R. S. Avery .....	840 00	do.
Samuel Walker .....	560 40	do.
G. C. Blanchard <sup>o</sup> .....	315 76	8½ months.
John Downs .....	300 00	6 do.
Richard E. Evans .....	176 80	5 do.
<i>Computers by contract.</i>		
E. A. Frailey .....	438 27	
R. Freeman .....	300 00	
S. D. Pendleton .....	100 00	
<i>Aids.</i>		
W. S. Edwards .....	409 60	8 months.
J. L. Tilghman .....	152 83	4 do.
F. A. Lueber .....	540 00	1 year.
Oscar Hinrichs .....	114 00	3 months.
Charles Hosmer .....	239 00	7 do.
G. B. Maynardiere <sup>o</sup> .....	290 70	4½ do.
Joseph Whyte <sup>o</sup> .....	213 93	5 do.
C. H. Boyd .....	194 75	4 do.
C. B. Baker .....	373 40	7 do.
F. W. Dorr .....	383 35	10 do.
F. W. Alexander <sup>o</sup> .....	230 40	6 do.

<sup>o</sup> Not now employed in the Coast Survey.



## LIST—Continued.

Names and offices.	Amount of compensation.	Time employed.
<i>Aids—Continued.</i>		
M. Thomas.....	\$459 00	1 year.
C. H. F. Peters*.....	300 00	5 months.
Edward Pearce, jr.....	245 00	7 do.
N. S. Finney.....	393 30	11 do.
James Gillis.....	132 10	4 do.
McLane Tilton.....	14 33	$\frac{1}{2}$ do.
H. S. Du Val.....	226 77	$4\frac{1}{2}$ do.
W. H. Gardner.....	266 60	7 do.
George E. Humphries <sup>o</sup> .....	30 50	2 do.
C. H. Duval.....	161 80	5 do.
Frederick H. Hall.....	198 60	6 do.
Clarence Fendall.....	71 70	$1\frac{1}{2}$ do.
Richard E. Evans.....	110 30	3 do.
John S. Bradford.....	77 80	2 do.
George U. Mayo.....	73 20	$2\frac{1}{2}$ do.
Fred. F. Nes.....	193 20	4 do.
A. W. Thompson.....	66 60	2 do.
W. H. Dennis.....	129 60	3 do.
R. E. Halter.....	20 80	$\frac{1}{2}$ do.
F. P. Webber.....	55 00	1 do.
J. Kincheloe.....	86 60	2 do.
<i>Draughtsmen.</i>		
W. M. C. Fairfax.....	1,800 00	1 year.
M. J. McClery.....	1,600 00	do.
Joseph Welch <sup>o</sup> .....	100 00	20 days.
A. Boeschke <sup>o</sup> .....	1,230 75	273 $\frac{1}{2}$ do.
J. J. Ricketts <sup>o</sup> .....	496 41	134 $\frac{1}{2}$ do.
L. D. Williams.....	874 50	291 $\frac{1}{2}$ do.
Wm. P. Schulz.....	930 00	310 do.
W. T. Martin.....	778 12	311 $\frac{1}{2}$ do.
A. Lindenkohl <sup>o</sup> .....	959 25	310 do.
P. Witzel.....	633 12	284 $\frac{1}{2}$ do.
F. Fairfax.....	483 85	276 $\frac{1}{2}$ do.
B. Hooe, jr.....	384 13	286 $\frac{1}{2}$ do.
Louis Daser <sup>o</sup> .....	72 00	24 do.
Arthur Balbach.....	918 00	306 do.
Edward Cordell.....	36 00	12 do.
Samuel B. Linton.....	211 75	302 $\frac{1}{2}$ do.
W. T. Bright.....	187 19	288 do.
A. Straus.....	745 50	248 $\frac{1}{2}$ do.
Albin Schoepf.....	98 70	259 $\frac{1}{2}$ hours.
<i>Hydrographic draughtsman.</i>		
A. Willich.....	720 00	1 year.
<i>Draughtsmen by contract.</i>		
L. Schamberger.....	177 50	
C. S. Draper <sup>o</sup> .....	120 50	
Charles Heyne <sup>o</sup> .....	80 25	
A. Hoepfner.....	751 00	

\* Not now employed in the Coast Survey.

## LIST—Continued.

Names and offices.	Amount of compensation.	Time employed.
<i>Draftsmen by contract.—Continued.</i>		
Theodore Kolecki° .....	\$609 00	
John R. Key° .....	24 00	
John Lambert° .....	28 00	
R. Zawadzki .....	82 01	
A. M. Smith .....	300 00	
C. J. Ost .....	99 00	
<i>Engravers.</i>		
George McCoy .....	2,000 00	1 year.
John Knight .....	1,800 00	do.
F. Dankworth .....	1,800 00	do.
A. Rollé .....	1,800 00	do.
A. Blondeau .....	1,500 00	do.
A. Sengteller .....	1,500 00	do.
J. Enthoffer .....	1,500 00	do.
William Phillips .....	1,500 00	do.
G. B. Metseroth .....	1,173 75	do.
J. C. Kondrup .....	1,095 50	do.
J. V. N. Throop .....	1,434 72	2,241½ h'rs.
A. Madel .....	1,490 21	2,811½ do.
H. S. Barnard .....	1,171 87	312½ days.
William Langran .....	992 48	311½ do.
A. Peterson .....	936 75	312½ do.
Walter Ogilvie .....	911 25	303½ do.
R. F. Bartle .....	588 25	294½ do.
J. J. Knight° .....	48 00	24 do.
E. A. Madel .....	840 00	1 year.
F. W. Benner .....	340 00	do.
W. A. Thompson .....	300 00	do.
Edward H. Sipe .....	220 00	do.
C. W. Tyler° .....	187 50	5 months.
T. Eveleth .....	262 50	7 do.
<i>Engraving by contract.</i>		
William Smith .....	183 07	
<i>Printers.</i>		
Samuel D. O'Brien° .....	59 50	17 days.
John Rutherford .....	743 00	1 year.
Samuel Grennan° .....	72 00	36 days.
Henry Luther° .....	84 00	42 do.
John Barrett, (laborer) .....	391 25	1 year.
<i>Printing by contract.</i>		
S. D. O'Brien° .....	76 00	
<i>Map room.</i>		
V. E. King .....	780 00	1 year.
Francis Holden .....	547 75	1 do.

° Not now employed in Coast Survey.

## COAST SURVEY EMPLOYEES.

## LIST—Continued.

Names and offices.	Amount of compensation.	Time employed.
<i>Instrument makers.</i>		
J. Vierbuchen.....	\$1,200 00	1 year.
Thomas J. Hunt.....	806 00	310 days.
J. Nessenson.....	616 00	308 do.
J. W. Smith.....	561 50	280½ do.
R. Schellhaas.....	413 86	236½ do.
J. R. Cronin.....	479 48	274 do.
D. Reinkin <sup>o</sup> .....	52 50	26½ do.
George W. Hitz.....	439 12	292½ do.
Peter Vierbuchen.....	283 75	283½ do.
<i>Electrotypists.</i>		
George Mathiot.....	2,000 00	1 year.
H. B. Mathiot <sup>o</sup> .....	258 00	6 months.
William Luce <sup>o</sup> .....	94 32	2½ do.
J. G. Tansill.....	25 00	1 do.
George Curtis, (laborer).....	436 80	1 year.
<i>Carpenters.</i>		
A. Yeatman.....	813 00	1 year.
Henry Trine.....	618 00	309 days.
B. H. Yeatman, (apprentice).....	234 75	1 year.
<i>Carpenter by contract.</i>		
Samuel Bell <sup>o</sup> .....	27 00	
<i>Archives.</i>		
Charles B. Snow.....	1,100 00	1 year.
<i>Clerks.</i>		
W. W. Cooper.....	1,400 00	1 year.
A. W. Russell.....	750 56	6½ months.
Edward Wharton.....	1,200 00	1 year.
Hugh McHenry.....	805 00	do.
Fred. Whyte.....	1,000 00	do.
George A. Porterfield.....	1,100 00	do.
G. S. Tansill.....	720 00	do.
E. Fitzgerald.....	649 44	5½ months.
<i>Messengers.</i>		
Daniel Flynn.....	600 00	1 year.
Thomas Kenney.....	525 60	do.
W. B. Ingram.....	438 00	do.
Sampson Nutter.....	438 00	do.
C. Kraft.....	420 00	do.
John Mitchell <sup>o</sup> .....	193 20	7 months.
John H. Diggs.....	290 40	8 months.
R. A. Cronin <sup>o</sup> .....	11 61	¾ month.
Wm. H. Brent.....	240 00	1 year.

<sup>o</sup> Not now employed in Coast Survey.

## LIST—Continued.

Names and offices.	Amount of compensation.	Time employed.
<i>Messengers—Continued.</i>		
J. G. Tansill .....	\$185 22	10½ months.
L. Crittident .....	160 00	5½ months.
Dennis Orme .....	18 00	1 month.
<i>Company A.</i>		
John A. Campbell .....	91 25	1 year.
<i>Watchman.</i>		
B. Neff .....	525 60	do.
<i>Publication.</i>		
W. L. Nicholson .....	1,000 00	do.
John Downes .....	300 00	6 months.
M. O. Hering .....	228 07	5½ months.
A. S. Clements .....	448 50	299 days.
M. Walker <sup>c</sup> .....	302 90	233 days.
E. P. Jones .....	250 00	10 months.
J. T. Hoover .....	289 44	804 hours.
A. W. Thompson .....	133 80	4 months.
Kliab H. Wells .....	429 00	1 year.
B. E. Halter .....	130 20	3 months.
F. Engel, (draughtsman) .....	708 00	236 days.
George B. Vose .....	400 00	8 months.
D. Hinkle .....	295 20	8 months.
M. E. Bronaugh .....	67 60	52 days.
<i>Watchman.</i>		
T. S. Winfield .....	122 00	4 months.
<i>In charge of tidal operations on Gulf coast.</i>		
Gust. Würdemann .....	1,000 00	1 year.

<sup>c</sup> Not now employed in Coast Survey.

The following persons have been employed with authority of the Secretary of the Treasury, under article I of the plan of reorganization of the survey of the coast:

	Amount of compensation.	Time employed.
Benjamin Pearce .....	\$1,500 00	1 year.
B. A. Gould, jr. ....	1,500 00	do.
J. M. Bateholder .....	1,200 00	do.
W. C. Bond .....	600 00	do.
O. M. Mitchell .....	300 00	9 months.
Wm. Mitchell .....	150 00	1 year.

*Statement of Coast Survey expenditures in the fiscal year 1875-'76, in order of sections of coast, and of operations in each section.*

	1867.		1868.		Total—year.	Total—section.
	3d quarter—July, August, and September.	4th quarter—October, November, and December.	1st quarter—January, February, and March.	2d quarter—April, May, and June.		
SECTION I.						
Measurement of base .....	\$9,925 75	\$1,743 06	.....	.....	\$11,668 81	\$46,823 04
Triangulation .....	2,940 12	891 50	.....	\$702 35	4,788 64	
Topography .....	4,326 00	1,337 24	.....	300 00	6,163 24	
Hydrography, including tides and repair of steamer Bibb.....	21,543 08	2,475 07	.....	120 00	24,202 35	
SECTION II.						
Triangulation.....	2,329 64	1,810 47	1,226 57	1,159 41	6,526 09	16,482 52
Topography .....	2,490 60	1,340 57	587 50	587 50	5,086 17	
Hydrography, including tides.....	2,158 61	1,297 64	1,047 33	446 68	4,950 26	
SECTION III.						
Triangulation.....	942 37	3,207 81	653 58	995 52	5,799 28	13,032 85
Topography .....	2,310 07	1,825 98	734 57	351 13	5,231 75	
Hydrography, including tides.....	1,073 88	761 06	60 00	106 88	2,601 82	
SECTIONS III AND IV.						
Hydrography .....	768 57	1,069 93	286 89	408 54	2,533 93	2,533 93
SECTION IV.						
Triangulation.....	500 00	1,797 72	2,803 98	2,050 53	7,152 23	.
Topography .....	363 67	1,146 29	360 00	367 33	2,239 29	

Hydrography.....	443 63	3,893 61	1,239 07	3,952 70	5,191 77	14,783 29
SECTIONS IV AND V.						
Gulf hydrography.....			450 90	-----	4,788 14	4,788 14
SECTION V.						
Triangulation.....	1,734 08	4,403 99	5,340 69	1,591 05	13,069 81	
Topography.....	873 51	4,161 14	4,469 99	1,970 59	11,465 23	
Hydrography, including tides.....	5,871 49	2,772 29	1,968 71	684 47	11,246 96	
SECTION VII.						
Triangulation.....	432 25	4,224 55	1,882 06	713 27	7,242 13	
Topography.....	536 34	2,926 78	1,840 58	545 91	5,849 61	
Hydrography.....	268 38	1,663 22	4,575 05	2,309 92	8,716 57	
SECTION VIII.						
Triangulation, including vessel.....	443 54	7,459 99	3,327 67	2,365 58	13,526 78	
Topography.....	838 39	843 98	2,045 18	1,094 15	4,811 70	
Hydrography.....	775 55	3,569 60	2,994 50	1,368 56	8,707 61	
SECTION IX.						
Triangulation.....	955 44	1,167 36	1,849 60	2,450 46	6,412 80	
Topography.....		463 72	1,491 48	1,268 86	3,214 06	
Hydrography.....	294 71	119,25	-----	-----	413 96	
Tidal operations in the several sections.....			-----	-----	-----	10,040 82
Purchase of instruments.....			-----	-----	-----	9,535 99
			-----	-----	-----	622 00
						35,782 06
						21,808 31
						27,046 09

*Recapitulation of field expenditures.*

Section I.....	\$46,823 04
II.....	16,452 52
III.....	13,022 85
III and IV.....	2,533 93
IV.....	14,583 29
IV and V.....	4,788 14
V.....	35,782 00
VII.....	21,808 31
VIII.....	27,046 09
IX.....	10,040 82
Tidal operations in the several sections.....	9,535 99
Purchase of instruments.....	622 00
	<b>203,068 98</b>

*Work of reducing, drawing, engraving, printing maps, electrotyping, and materials, &c., and general office work.*

Computations, tidal, &c.....	\$9,981 03
Drawing and materials.....	9,160 96
Engraving and materials.....	16,650 26
Electrotyping and materials.....	3,366 42
Printing and materials.....	1,471 65
Instrument makers, repairs, and materials.....	3,160 67
Carpenters and materials.....	1,144 44
Archives and library.....	1,294 83
Map room, folder.....	547 75
Messengers and watchmen.....	2,192 80
Sappers, special duty.....	91 25
Disbursing.....	1,250 00
Rent of office.....	1,462 60
Fuel, wood, oil, candles.....	1,010 31
Stationery, blank books, binding, &c.....	1,354 12
Express and other transportation, and telegraph messages.....	586 34
Copying records, &c.....	1,299 40
Repairs of office furniture, stoves, cleaning chimneys, out-houses, and all other not included in the above.....	1,740 60
	<b>57,745 33</b>

## GENERAL RECAPITULATION.

Field expenditures.....	\$203,068 98
Office expenditures.....	57,745 33
Total for fiscal year.....	<b>260,814 31</b>

*Expenditures for the survey of the Western Coast for the fiscal year 1857-'58.*

<i>Field expenses.</i>		
Astronomical, triangulation, and topographical party .....	\$20,564 29	
Triangulation party .....	10,760 43	
Topographical party .....	14,576 03	
Tidal party .....	6,032 89	
Hydrography .....	33,838 36	
New instruments .....	1,320 93	
		\$87,082 93
<i>Office expenses.</i>		
For computations, tidal, &c .....	5,440 00	
For drawing and materials .....	3,091 56	
For engraving and materials .....	7,918 67	
For electrotyping and materials .....	1,495 62	
For printing and materials .....	1,378 04	
For instrument makers, repairs, &c .....	1,786 62	
For carpenters and materials .....	1,179 46	
For archives and library .....	576 39	
For messengers and watchman .....	1,130 40	
For disbursing .....	950 00	
For rent of office .....	1,325 00	
For fuel, wood, oil, candles .....	662 50	
For stationery, blank books, binding, &c .....	1,829 20	
For copying records, &c .....	1,767 49	
For express and other transportation, and telegraph messages .....	300 13	
For contingencies .....	231 48	
		31,062 56
Total expenditures .....		\$118,145 49

*Expenditures for the survey of the Western Islands for the fiscal year 1857-'58.*

	Amount.	Account settled.
<i>Field expenses.</i>		
Triangulation and topographical party .....	\$19,458 96	
Topographical party .....	12,202 33	
Hydrographic party .....	1,269 86	
Total field expenses .....		\$32,931 15
<i>Office expenses.</i>		
For computations, tidal, &c .....	800 00	
For disbursing .....	975 00	
For contingent .....	290 58	
Total office expenses .....		2,065 58
		34,996 73



*Expenditures for the survey of the Florida Reefs for the fiscal year 1857-'58.*

<i>Field expenses.</i>		
Triangulation parties.....	\$7,552 12	
Topographical parties.....	4,514 42	
Tidal party.....	3,647 33	
Hydrography, including repairs of "Corwin".....	15,176 81	
New instruments.....	282 04	
		\$31,172 72
<i>Office expenses.</i>		
For computing, tidal, &c.....	1,367 80	
For drawing and materials.....	1,792 14	
For engraving and materials.....	1,733 21	
For electrotyping and materials.....	258 00	
For instrument makers, repairs, &c.....	318 06	
For archives and library.....	550 00	
For messengers and watchman.....	371 79	
For disbursing.....	1,025 00	
For rent of office.....	312 50	
For fuel, wood, oil, coal.....	303 50	
For stationery, blank books, printing, &c.....	446 02	
For express transportation and contingencies.....	104 04	
		8,582 06
Total expenditures.....		39,754 78

*Expenditures for the survey of the keys of the coast of Florida, fiscal year 1857-'58.*

<i>Field expenses.</i>		
Triangulation parties.....	\$9,074 99	
Topographical parties.....	13,766 67	
		\$22,841 66
<i>Office expenses.</i>		
For computing, tidal, &c.....	500 00	
For drawing and materials.....	1,865 71	
For engraving and materials.....	1,779 97	
For electrotyping and materials.....	119 32	
For copying records, &c.....	550 00	
For instrument makers, repairs, &c.....	379 55	
For messengers.....	350 64	
For disbursing.....	400 00	
		5,945 19
Total expenses.....		28,786 85

*The following expenditures for special surveys, &c., have been made under the direction of the Superintendent of the Coast Survey during the fiscal year 1857-'58.*

For running a line to connect the triangulation on the Atlantic coast with that on the Gulf of Mexico, across the Florida peninsula.....	\$13,718 64
For publishing the observations made in the progress of the survey of the coast of the United States.....	19,767 74
For repairs and alterations of steamers and sailing vessels employed in the Coast Survey .....	14,559 04
For fuel and quarters, and for mileage and transportation for officers and enlisted soldiers of the army serving in the Coast Survey, in cases no longer provided by the Quartermaster's department.....	5,219 72

SAMUEL HEIN,

*General Disbursing Agent U. S. Coast Survey.*

COAST SURVEY OFFICE, *September, 1858.*







CASE OF CARMICK AND RAMSEY.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

*Reports from the Secretary of the Treasury and the Postmaster General, with accompanying papers, in answer to a resolution of the House asking what action, if any, has been taken for the adjustment of damages due Carmick & Ramsey.*

JANUARY 8, 1859.—Referred to the Committee on the Judiciary, and ordered to be printed.

*To the House of Representatives:*

I herewith transmit reports from the Secretary of the Treasury and Postmaster General, with the accompanying papers, in compliance with the resolution of the House adopted December 23, 1858, requesting the President of the United States to report "what action, if any, has been taken under the sixth section of the Post Office appropriation act, approved August 18, 1856, for the adjustment of the damages due Carmick & Ramsey; and if the said section of said law yet remains unexecuted, that the President report the reasons therefor."

JAMES BUCHANAN.

WASHINGTON, January 7, 1859.

TREASURY DEPARTMENT,  
Comptroller's Office, March 11, 1857.

SIR: This will be accompanied by a copy of the 6th section of an act approved on the 18th of August, 1856, requiring the First Comptroller of the Treasury to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, by reason of the abrogation of a contract, by the Postmaster General, therein mentioned. The pressing current business of this office has prevented any action in regard to this claim until the present time.

Although the damages that may be assessed are charged upon the

treasury generally, and not upon the funds of the Post Office Department, I deem it to be my duty, as the contract was made by the Postmaster General, to advise you of my intention to commence the examination of the case, in compliance with the earnest request of the claimants. Any proofs offered by the department will be examined with the care due to their merits.

I am in possession of all printed documents in the case, so far as I know or believe them to exist.

The House of Representatives, on the 2d of January, 1855, called upon the Postmaster General for information touching the matter referred to, and an answer was given on the 31st of the same month by the Postmaster General, in which he said: "My views in regard to this contract were fully stated in my annual report to Congress of December 1, 1853, and are also contained in the correspondence herewith communicated."

Reports in the case, with a bill or section mentioned, were subsequent to that reply of the Postmaster General. I transmit herewith a printed copy of the report of the Post Office Committee of the Senate on the 14th of August, 1856. Other documents contain the correspondence in the case, and views and statements of the Postmaster General.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. AARON V. BROWN,  
*Postmaster General.*

SEC. 6. *And be it further enacted*, That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey on account of the abrogation; by the Postmaster General, of their contract to carry the mail on Vera Cruz, Acapulco, and San Francisco route, dated the fifteenth February, eighteen hundred and fifty-three; to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick & Ramsey out of any money in the treasury not otherwise appropriated.

Act approved August 18, 1856.

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POST OFFICE DEPARTMENT,  
*Washington, March 26, 1857.*

SIR: I am directed by the Postmaster General to inform you that he will communicate his views with reference to the case of Edward H. Carmick and Albert C. Ramsey, referred to in your letter of 11th instant, as soon as practicable after making an examination of the case. In the meantime he requests that you will suspend further proceedings.

I am, very respectfully, your obedient servant,

HORATIO KING.

Hon. ELISHA WHITTLESEY,  
*First Comptroller of the Treasury, Washington, D. C.*

POST OFFICE DEPARTMENT,  
*Washington, March 28, 1857.*

SIR: The act making appropriations for the service of this department for the current fiscal year, approved August 18, 1856, contains the following section, viz:

"SECTION 6. *And be it further enacted*, That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey on account of the abrogation, by the Postmaster General, of their contract to carry the mail on Vera Cruz, Acapulco, and San Francisco route, dated the fifteenth February, eighteen hundred and fifty-three; to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick & Ramsey out of any money in the treasury not otherwise appropriated."

The First Comptroller of the Treasury having notified this department of his intention to commence the examination of the case, for the adjustment of damages, under the requirements of this act, I deem it of importance, before becoming a party to these proceedings, to invite your attention to the subject, for the purpose of obtaining an opinion on the questions of law involved in the case.

The conditional contract of 15th February, 1853, upon the alleged abrogation of which this claim for damages is based, was made by Postmaster General Hubbard, under the authority conferred by the first section of the act of March 3, 1845, and the second section of the act of March 3, 1851, the route having been previously advertised according to law, and contained the provision that it was "to have no force or validity until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect."

A copy of this contract, with other documents relating to the case, embracing all the official correspondence which has taken place with the department on the subject, is appended to the last annual report of the Postmaster General of December 1, 1856, a copy of which I enclose herewith for your information. This report also contains a review of the case, in which the important points are briefly referred to, and the views held by the department with reference thereto are stated substantially as follows:

1. That the contract was conditional in its terms, depending on a future contingency, viz: the passage of an appropriation by Congress to carry it into effect.

2. That the contract never had any force or validity in fact or in law, its ratification by Congress never having been obtained, or even applied for, by the contractors.

3. That the contractors assumed the risk and responsibility of obtaining the ratification of the contract by Congress, the department being under no obligation, either express or implied, to aid them in procuring the required sanction of Congress.

4. That every opportunity has been afforded by the department to enable the contractors to establish the practicability of their route for



mail purposes, the order of 7th March, 1853, authorizing the Postmasters on the line of the route to make up and send mails when the communication was open and the contractors prepared to carry them on the terms of their contract, never having been annulled, as alleged, but simply modified by the instructions of 23d September, 1853, which required them to report to the department before delivering the mails, in order that the Postmaster General might be assured that the necessary means were provided for their safe transmission.

5. That no application was ever made by the contractors to any postmaster on the route for the delivery of the mails to them under the order of 7th March, 1853, or the modified order of 23d September, 1853, so far as the records of the department show, and no service has been rendered by them in transporting the mails of the United States over the route.

6. That the conditional contract referred to was not abrogated by the Postmaster General.

I desire particularly to call your attention to the Postmaster General's letters of 9th July, 23d September, and 3d November, 1853, as embracing all that has been done by the department which can possibly be construed as abrogating the contract in question. In his letter of 9th July, addressed to Robert G. Rankin, president, he disapproves of the principle upon which the contract was made, and expresses his opinion that the route was impracticable for mail purposes. In the letters of 23d September, 1853, addressed, respectively, to the postmasters of New Orleans, San Diego, Monterey, and San Francisco, he instructs them to report to the department before delivering the mails to the contractors, under the order of 7th March, 1853; and in the letter of 3d November, 1853, addressed to Harris V. Morgan, he declined a change of schedule proposed by them for the mail route from New Orleans to Vera Cruz.

I have, therefore, in conclusion, to request your opinion upon the following points:

1. Whether there was a contract, valid and binding in law, between the claimants and this department?

2. Whether that contract, if valid, has been abrogated by any act of my predecessor?

3. Whether, although it may not have been abrogated in fact, yet am I or the Comptroller compelled so to regard it under the sixth section of the act of August 18, 1856?

I am, very respectfully, your obedient servant,

AARON V. BROWN.

Hon. JEREMIAH S. BLACK,  
*Attorney General.*

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TREASURY DEPARTMENT,  
*Comptroller's Office, March 31, 1857.*

SIR: I was duly in the receipt of a letter from Horatio King, esq., First Assistant Postmaster General, written by your directions, advising this office that you would communicate your views in the case of Edward

H. Carmick and Albert C. Ramsey as soon as practicable, and that you requested that further proceedings be suspended. The letter is dated the 26th.

The Hon. Joseph L. Williams, as the attorney for the claimant, proposes to take testimony in New York; and permit me to ask whether it is your desire that the preparation of the case be also further suspended.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. A. V. BROWN,  
*Postmaster General.*

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POST OFFICE DEPARTMENT,  
*Washington, April 3, 1857.*

SIR: I am desired by the Postmaster General to inform you that your letter of the 31st ultimo met his notice at his lodgings only this morning for the first time, and, in answer, to say that the case of Messrs. Ramsey & Carmick having been submitted to the Attorney General, it is his wish, in which the Attorney General unites, that the preparation of the case on your part be suspended until the Attorney General's opinion is obtained.

I am, very respectfully, your obedient servant,

HORATIO KING.

Hon. E. WHITTLESEY,  
*First Comptroller of the Treasury.*

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ATTORNEY GENERAL'S OFFICE,  
*April 7, 1857.*

SIR: Your letter relative to the claim of Edward H. Carmick and Albert C. Ramsey for damages under the act of Congress passed August 18, 1856, and asking my opinion on certain questions therein propounded, has been duly received, and I have considered the case.

The claimants' counsel have handed in a written argument, in which I am urged not to answer your questions, on the ground that your department has no concern with the matter. If this were true in point of fact, I might lawfully send back your communication without a reply. But what right have I to believe it? I am sure you have business enough on your hands to give you abundant employment without volunteering to take charge of a claim whose adjustment lies outside of your sphere. I am bound to presume (and I do presume) that it does concern the business of your department to know what the law is on the points you have presented.

I would not have referred in this letter to the argument I have mentioned, except for the reason that it gives me an opportunity of stating the rule by which I shall always be governed, namely, never

to decline answering a question put by the head of a department at the instance of a private party who desires me to be silent. Besides, it is obvious to me that your department is concerned with the business to which your interrogatories refer. The claim mentioned in your letter arises out of a contract for carrying the mails. If it be unjust, the rights of the government must be protected by somebody. It cannot be pretended that the Comptroller is to decide upon an *ex parte* hearing; and who should produce the evidence and make the defence, if not the Postmaster General? It was upon this view that the Comptroller gave you notice of his intention to proceed with the investigation. What defence you shall make, or whether you shall make any, depends upon the construction of the law you inquire about.

It seems that Messrs. Carmick & Ramsey, on the 15th of February, 1853, made a contract with the Postmaster General for carrying the mail from Vera Cruz to San Francisco, by way of Acapulco, at the sum of \$424,000 per annum, for four years, "*commencing from the time that Congress shall ratify this contract.*" The contract further stipulates that it is "*to have no force or validity until it shall have received the sanction of Congress by the passage of an appropriation to carry it into effect.*" Congress has never, down to the present time, made any such appropriation. It does not appear that the contractors carried the mails under this contract, or incurred any expense in preparing to do so. But it is not material whether they did or not, since they were distinctly warned that the government would not be liable until the sanction of Congress should be given, and they themselves admitted that they so understood their rights and obligations. Your immediate predecessor, Mr. Campbell, did not approve of the contract. He so stated in his report and in his correspondence with the contractors; but he never declared that he had any intention not to carry it out if Congress would ratify it by an appropriation.

1. Your first question is, whether the contract was valid and binding? I answer this is in the affirmative. The law authorizes the Postmaster General to make contracts for carrying the mails from one part of the United States to another, through a foreign country. The prerequisites of advertising, &c., seem to have been observed, and I see no reason for declaring this contract void. But it is binding in all its parts. The contractors must take it with all its imperfections on its head, and subject to all the conditions expressed in it. One of its terms is, that until Congress should approve it the contractors could not be called on for any service, nor the government be required to make any payment under it. This part of the contract is as binding as any other, and neither party has a right to disregard it. It certainly does not bind the Post Office Department to regard Carmick & Ramsey as having a right to carry the mails from Vera Cruz to San Francisco by the Acapulco route, and to be paid for doing so by the United States. My reason for saying this is not because the contract is void, but for the directly opposite reason; because it is valid, and because it is expressly agreed that no such effect shall be given to it except upon the occurrence of an event which never happened.

2. Was the contract abrogated by the Postmaster General? Certainly not. There is no act of that officer which can possibly be so construed. He did not bind himself and his successors to recommend the ratification of the contract by Congress. It was his duty to express his honest conviction in his report, and it would have been gross misbehavior to conceal it. Nor was there anything inconsistent with the agreement in warning the other parties that they must proceed on their own responsibility, nor in the instructions to the postmasters at New Orleans and San Francisco to let them have no mails without further order from the department. All this was but carrying out the contract, and acting upon it, according to the stipulations which both parties had put into it with their own free will. The government was to incur no responsibility and to be holden for no expense; the contractors were to exercise no rights as such, and to claim no payment until Congress would make an appropriation.

The Postmaster General claimed nothing for the government beyond what he bargained for. He warned the contractors against making any effort to bind upon the back of the government a burden which it was expressly agreed that no hand except that of Congress should presume to fasten there. He stood upon the very terms of the contract, and only asked of the other parties that they, too, would observe them with equal good faith. He did not change the schedule of other routes in connexion, nor order the postmasters to let Carmick & Ramsey have the mails. It was not his duty to do so; for, as those persons had no contract which compelled them to carry a mail, it would have been wrong to let them have it in their charge. Upon the whole, I am very clear in the opinion that the contract in question never was abrogated, annulled, rescinded, or violated by the Postmaster General, in letter or spirit.

3. But on the 18th of August, 1856, Congress passed a law requiring the Comptroller of the Treasury to adjust the damages to Carmick & Ramsey on account of the abrogation of this same contract, and award them, according to law, equity, and justice, what he should find to be due. Does this compel you and the Comptroller to ignore the truth, and shut your eyes upon the fact that the contract never was abrogated at all? Undoubtedly Congress may order the money in the treasury to be paid to a person who has no claim upon the government, as well as to a just creditor. If Congress had chosen to say that Carmick & Ramsey should have half a million of dollars as a gracious gift, the Executive could not refuse to pay it, no matter how clear the proof might be that the law was unadvised and wrong. A recital in such a law that the sum to be paid was intended as compensation for damages which never occurred would not take away the right of the party to receive what was given. The legislative will, expressed in the constitutional form, is enough, without more, to avouch a legislative act. But here is a law which does not give to the claimants any specified sum of money. The amount which they may lawfully demand is to be ascertained by the Comptroller. To enable him to do this, a standard or rule is furnished to him, and upon that he must base his calculation. He shall allow them the damages due to them on account of the abrogation of their contract. He violates his duty

if he allows them what is not due on that particular account. In other words, he can do no more than make them a just compensation for the injury which they have suffered in direct consequence of the abrogation of their contract by the Postmaster General. Now, if the contract was never abrogated, its abrogation never occasioned any damage; and, of course, it follows that they have no claim under this law. This view of the subject is made still plainer by reference to another clause, which declares that the Comptroller shall award and adjudge to the claimants the amount found due *according to law, equity, and justice*. The obvious meaning of this is, to give the claimants what they might recover if the United States were suable in a court where justice is administered according to the rules of law and equity. In court they would have no case; for no judicial tribunal would give a party damages for a wrong that was never inflicted.

The duty of the Comptroller is very plain. He cannot know what damages are due on account of the abrogation of the contract without inquiring when, how, in what manner, and to what extent it was abrogated. If this inquiry shall lead him to the conclusion that the contract never was abrogated at all, he will have reached the limits of his power; for he is not authorized to award them compensation for a loss they may have suffered in any other way.

Very respectfully, yours, &c.,

J. S. BLACK.

Hon. A. V. BROWN,

*Postmaster General.*

POST OFFICE DEPARTMENT,  
*Washington, April 11, 1857.*

SIR: Referring to my communication of 26th ultimo, in answer to your letter of 11th of same month, in which you gave notice of your intention to proceed in the examination of the claim of Edward H. Carmick and Albert C. Ramsey for damages resulting from an alleged abrogation, by the Postmaster General, of their contract of February 15, 1853, for the transportation of the mail on the Vera Cruz, Aca-pulco, and San Francisco route, I have now to apprise you that, with the view of settling certain questions of law involved in the case, I submitted, on the 28th ultimo, to the Attorney General, the following interrogatories, and requested his opinion thereon, viz:

"1. Whether there was a contract, valid and binding in law, between the claimants and this department?

"2. Whether that contract, if valid, has been abrogated by any act of my predecessor?

"3. Whether, although it may not have been abrogated in fact, yet am I or the Comptroller compelled so to regard it under the sixth section of the act of August 18, 1856?"

I transmit herewith, for your information, a copy of the opinion which has been rendered by the Attorney General in the premises; and inas-much as this case turns upon a simple question, viz., was the contract

abrogated by the Postmaster General? which has been answered by the Attorney General in the negative, it is not proper, of course, that I should become a party to any investigation having for its object the adjustment of any damages in the matter.

I am, very respectfully, your obedient servant,

AARON V. BROWN.

HON. ELISHA WHITTLESEY,  
*First Comptroller of the Treasury.*

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POST OFFICE DEPARTMENT,  
*Washington, April 16, 1857.*

SIR: The First Comptroller of the Treasury having given notice to this department of his intention to commence the examination of the case of Edward H. Carmick and Albert C. Ramsey for damages resulting from an alleged abrogation, by the Postmaster General, of their contract of February 15, 1853, for conveying the mails on the Vera Cruz, Acapulco, and San Francisco route, agreeably to the requirement of the sixth section of the act of August 18, 1856, I submitted the case to the Attorney General on the 28th ultimo, requesting his opinion on the legal questions involved. I have the honor to transmit herewith, for your information, a copy of the opinion rendered by the Attorney General in this case, and to apprise you that I have informed the First Comptroller of the Treasury that, inasmuch as the case turns upon the simple question, whether the contract was abrogated by the Postmaster General? which has been answered by the Attorney General in the negative, I have decided not to become a party to any investigation having for its object the adjustment of any damages in the matter.

I am, very respectfully, your obedient servant,

AARON V. BROWN.

HON. HOWELL COBB,  
*Secretary of the Treasury.*

P. S. Please refer to pages 16 and 46 of the accompanying report of the Postmaster General for documents relating to this case.

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TREASURY DEPARTMENT, *January 6, 1859.*

SIR: I have the honor to transmit herewith a copy of the decision of the First Comptroller of the Treasury upon the claim of Messrs. Carmick & Ramsey, together with copies of the papers on file in his office in relation to said claim.

Very respectfully your obedient servant,

HOWELL COBB,  
*Secretary of the Treasury.*

The PRESIDENT.

TREASURY DEPARTMENT,  
*Comptroller's Office, January 6, 1859.*

SIR: The resolution of the House of Representatives, adopted on the 23d ultimo, requesting the President to report "what action, if any, has been taken under the sixth section of the post office appropriation act, approved August 18, 1856, for the adjustment of damages due Carmick & Ramsey; and if the said section of said law yet remains unexecuted, that the President report the reasons therefor," was referred by you to this office on the 3d instant.

I have now the honor to transmit herewith a copy of my decision in the said case, and also copies of all papers and communications on file in this office relative to the claim in question.

Very respectfully, your obedient servant,

W. MEDILL,  
*Comptroller.*

HON. HOWELL COBB,  
*Secretary of the Treasury.*

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No. 1.

*Decision in the Carmick & Ramsey case.*

TREASURY DEPARTMENT,  
*Comptroller's Office, August 11, 1858.*

In the matter of the claim of Carmick & Ramsey for damages on account of the alleged abrogation of a contract.

The act making appropriations for the service of the Post Office Department, approved August 18, 1856, contains the following provision:

"SECTION 6. *And be it further enacted*, That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey on account of the abrogation, by the Postmaster General, of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th of February, 1853; to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick & Ramsey out of any money in the treasury not otherwise appropriated."

The substance of the contract above referred to is as follows:

That Carmick & Ramsey should transport the United States mail from Vera Cruz, *via* Acapulco, to San Francisco, and back, twice a month, according to a schedule furnished at the time, in thirteen days each way, thus extending the New Orleans and Vera Cruz line through Mexico, and making one through line between New Orleans and San Francisco in sixteen days, for the sum of \$424,000 per year, for and

during the term commencing from the time Congress should ratify the contract, and ending four years from that date.

The contract closed with this additional and emphatic stipulation : "And it is hereby further expressly understood that this contract is to have no force or validity until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect."

It is proper also to state, that, by certain subsequent contracts entered into between Messrs. Carmick & Ramsey and the Mexican Ocean Mail and Inland Company, the latter company became the parties *in fact* to execute the contract aforesaid, as appears from their letters to the Postmaster General of June 15 and November 23, 1853. In the first of said letters they say that they "are the real parties by contract to execute the contract with Carmick & Ramsey;" and in the second, that "by the 5th section of the law of 1848 it is illegal for contractors to assign their contract; and although aware that the department is not not bound to recognize any but the contractors, yet *frankness enforces* the propriety of saying, that by specific covenants, this company have agreed with Messrs. Ramsey & Carmick to fulfil all the conditions of the contract on their part, to be kept and performed, in relation to land service between Vera Cruz and Acapulco."

By reference, also, to the above letter of June 15, 1853, it will be seen that, at that time, this company were, as stated by them, making arrangements to execute the contract. "We," they remark, "have purchased and ordered the whole of the rolling stock for the transit, and parties are now in Mexico clearing obstructions," &c.

The contract between the Postmaster General and Messrs. Carmick & Ramsey contains a provision also that "the Postmaster General may annul the contract for assigning the same without his consent."

On the 7th day of March, 1853, Mr. Hubbard, a few hours before retiring from the office of Postmaster General, authorized the postmasters at New Orleans, San Francisco, Monterey, and San Diego, to send a mail by the Vera Cruz and Acapulco line, containing letters or papers expressly directed to go by that line, when said communication should be open and the contractors prepared to carry the same, "with the *express* understanding that neither the department nor the government is to be in any way holden for any expenses attending such service, but, as provided in the contract, it is left for Congress to determine whether the contract is to be sanctioned by an appropriation to carry it into effect; the pay, if any, for said service commencing only in accordance with the terms of the contract."

On the 15th of June, 1853, the president of the Mexican Ocean Mail and Inland Company advised Mr. Campbell, who had in the meantime succeeded Mr. Hubbard as Postmaster General, that said company, as the *real* parties to execute the contract in question, were preparing to do so with all possible despatch; that by "the 10th of August the mules and horses would be down from Coahuila, and that they then expected to make the transit across."

In reply, Mr. Postmaster General Campbell, on the 9th of July, 1853, addressed a letter to Mr. Rankin, president as aforesaid, in which he stated that he felt it to be his duty, after due deliberation,



to inform him that the conditional contract entered into between his predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails on the Vera Cruz and Acapulco line, did not meet with his approbation; that he considered the route impracticable for mail purposes, and inasmuch as the large sum of \$731,868 was already drawn yearly from the treasury for contracts between the Atlantic and Pacific, he deemed it both inexpedient and unjust to other sections of the country to expend a still further sum of \$424,000 per year for the same service; and moreover, that he disapproved of the principle upon which this contract was founded, which, although it established no legal claim to compensation, yet the contractors might go on and incur expense in the expectation that they would be paid, and Congress, more from private sympathy than public policy and justice, be at length induced to yield to a measure to which its prior sanction never could have been obtained.

On the 23d of September, 1853, Postmaster General Campbell directed the postmasters at New Orleans, San Diego, Monterey, and San Francisco, to report to the department for further instructions, should the proprietors of the Vera Cruz, Acapulco, and San Francisco line apply for mails to take over their route, under the conditional order of his predecessor, dated March 7, 1853, before delivering the same, "to enable the department," as he subsequently states in his letter of January 31, 1855, to the Speaker of the House of Representatives, "to be fully satisfied that all mails forwarded by that route were committed to the care and custody of proper persons, and would be safely transmitted through Mexico." It is not shown, however, that any mails were ever called for, or that any letters or papers were ever expressly directed to go by that line.

The Mexican Ocean Mail and Inland Company, uniting with one Charles Morgan, addressed a letter, bearing date October 26, 1853, to the Postmaster General, asking for a change of schedule between New Orleans and Vera Cruz, so as to enable them to connect with the steamers of the Pacific Mail Steamship Company on the Pacific side, *via* the Vera Cruz and Acapulco route. This the Postmaster General, in his reply of November 3, 1853, declined to do, as the contract in relation to the Vera Cruz and Acapulco line had not been approved by Congress, as was necessary, before it could go into effect; and even if it should be approved, he could sanction no change that would dispense with the additional semi-monthly mail, which was clearly contemplated by his predecessor on first entering into the same.

On the 12th of November, 1853, Mr. E. H. Carmick again applied to the Postmaster General for an order permitting him, as one of the contractors, to carry a mail over this route, leaving it optional with persons to send by this way, or to designate the same on the letter, and, in giving such order, wished the Postmaster General "particularly to state that the department will, in no way, be bound for any future remuneration for the service."

Mr. Rankin, on the 23d of November, 1853, as president of the Mexican Ocean Mail and Inland Company, addressed a communication to the Postmaster General, setting forth that the said company were the *real* parties to execute the contract, urging the importance of the

route, furnishing letters and other information concerning it, and asking him to recommend to Congress the propriety of approving the contract.

On the 28th of November, 1854, Messrs. Ramsey & Carmick wrote to the Postmaster General, calling his attention to their contract with the department, and stating that they had provided steamers for the service on the Pacific ocean, collected horses, mules, stages, and other materials for the overland conveyance; incurred expenses amounting to \$98,000, of which \$56,000 had been paid, and that they intended to have commenced running the line in December, but the department having in its annual report expressed its disapprobation of the enterprise on the ground of the impolicy of conditional contracts, they ceased operations, and consequently sustained serious damages from the department. To this letter the Postmaster General responded, December 30, 1854, that the conditional contract for service between San Francisco and Vera Cruz, to which they referred, was executed on the 3d of March, 1853, just before he came into office; that his attention was called to the subject by Mr. Rankin's letter of the 15th June, 1853; that in his reply thereto, of the 9th of July following, he gave his views at length in regard to the said contract; and that if any money was expended by them after that time, it was done with a full knowledge of his views.

The foregoing facts contain a general outline of the history of this case down to the passage of the act above quoted, referring the subject to this office. It is scarcely necessary to add that Congress has never sanctioned the contract by passing the necessary appropriation or otherwise.

On being called upon by this office for a statement of the nature and amount of the damages claimed by them, Messrs. Carmick & Ramsey, on the 13th of November, 1856, submitted the following:

"We claim, as we are advised we may claim, lawfully, equitably, and justly, our contract price for the term of the contract, subject only to such abatement or deduction as may be shown, the burden of proof of such abatement, if any, resting on the government. We need not here recite the consideration agreed upon, as that is already of record in your office.

"Otherwise, we claim, as we are advised we may claim, lawfully, equitably, and justly, the full value of our contract, what it would have been worth to us had we been permitted to give effect to it according to its intent.

"The papers herewith submitted exhibit a fair view of the proportions of our claim. We also claim the amount of the account of outlays and expenses in Mexico, as given by Mr. Marsh.

"EDWARD H. CARMICK.

"ALBERT C. RAMSEY."

The papers accompanying the above statement and demand are a *pro forma* account of estimated receipts and expenditures for their line under the contract, showing that they expected, by receipts from passengers and freights alone, to pay all of the expenses of the route, and clear in that way per month \$31,705 33, and thus making all

that would be received under the contract clear profit. Also, an account of expenses incurred in Mexico, amounting to \$113,117 54. The demand of the claimants may therefore be formally stated thus: .

Compensation for four years, at \$424,000 per year.....	\$1,696,000 00
Expenses incurred, &c.....	113,117 54
Entire damages claimed.....	<u>1,809,117 54</u>

It is contended by the claimants that the investigation of the principal facts in the case by this office is precluded by the act in question, they having been expressly determined by the words of the law itself. It is accordingly claimed that Congress, on the passage of the section heretofore quoted, has declared—

1st. That a contract was entered into March 3, 1853, with Carmick & Ramsey, to carry the mail on the Vera Cruz, Acapulco, and San Francisco route.

2d. That said contract was abrogated by the Postmaster General.

3d. That damages are due Carmick & Ramsey on account of said abrogation.

4th. That the First Comptroller of the Treasury is required to adjust said damages, and to adjudge and award to Carmick & Ramsey, according to principles of law, justice, and equity, the amount he shall so find due.

I do not understand that the preamble or recital in an act is of greater force than the enacting clause. Indeed, although the preamble usually contains the motives and inducements to the passage of the statute, it has been held by the courts to be no part of it. A false recital will not invalidate the enacting clause, an irrelevant one cannot divert the object of the law; and where the words of the enacting clause are plain and intelligible, they can receive no construction or interpretation from the recital or preamble different from their natural and obvious meaning.

It certainly has never been considered by the courts that a false recital of facts in a statute was conclusive as to those facts. If such were the case, a legal and constitutional enactment might be rendered wholly inoperative or void by its being made subject to the false recital.

If the theory be correct that the declarations of Congress, or other legislative body, contained in the preamble or recital in a statute, are conclusive as to the facts stated, it is evident that Congress has the power to make all of its enactments, especially in private and special bills, constitutional and valid.

This is so evident as scarcely to need illustration. Take any case of doubtful constitutional power: Congress, for instance, wishes to establish a national bank, and recites in the preamble of the act that, for the purposes of borrowing money, collecting the revenue, and paying the debts of the government, it is absolutely necessary that a bank be incorporated, and that these objects can be accomplished in no other way. *If such be the fact*, the constitutional power to incor-

porate the bank is beyond question ; and if the recital of Congress be conclusive, there can be no inquiry as to the existence of that power.

Or, say Congress desires to confiscate or condemn to public use my property : to avoid the constitutional requirement that compensation shall be paid me *before* appropriating the same, it is only necessary that the act of appropriation recite that the property belongs to the government, or that it is worthless and of no value. If such recital be conclusive, the Constitution is no protection to me, and I am entirely without redress.

Let us test the correctness of this position by supposing, in the present case, the facts to be reversed in the recital in this act. If Congress, after having examined the claim of Carmick & Ramsey, a committee having made an adverse report thereon, had passed an act reciting that they never had any contract with the government, but nevertheless directing the proper accounting officers to adjust their claim and award them the damages that might be found due to them, according to the principles of law, justice, and equity, I do not doubt but that they would now be urging the propriety on the part of that officer of a full and thorough investigation of all the facts, and as strenuously denouncing the idea of his being precluded from so doing by any recital in the statute as contrary to every principle of law, justice, and equity ; and if it should appear that a contract had been entered into, which had been wantonly, illegally, and unjustly violated by the department, they would certainly insist that they were entitled to whatever damages they sustained, notwithstanding the recital.

It is not denied that Congress has full constitutional power to order the public money to be either paid away or given away at its pleasure ; but its will so to do must be expressed in proper form. Nor will a bad reason or false object invalidate the gift, any further than the rule holds good that where the reason of the law ceases the law itself ceases.

Thus, Congress might enact a law reciting that, whereas I had a contract with the government which had been violated, I should be considered as injured to that amount, and paid the sum of \$10,000, the fact being that I never had had such a contract at all. Yet it was the will of Congress that I should have the \$10,000, if so ordered, and the law gave the officers authority to pay me the money, notwithstanding the law gave a reason which did not exist for paying the same.

But it would have been widely different if Congress had recited that I had had the contract, and that it had been violated, and therefore the accounting officers should adjust the damages due me by reason of such violation, and award me the amount so found due according to law, justice, and equity. In such case there could be nothing paid, for there would be neither contract nor violation of contract on which to predicate an award.

I cannot better apply this distinction than by quoting from the opinion of the present Attorney General of the United States, to whom this whole case, as well as the construction which should be placed upon the law in question, has been submitted :

"Undoubtedly," says that gentleman, "Congress may order the

money in the treasury to be paid to a person who has no claim upon the government, as well as to a just creditor. If Congress had chosen to say that Carmick & Ramsey should have half a million of dollars as a gracious gift, the Executive could not refuse to pay it, no matter how clear the proof that the law was unadvised and wrong. A recital in such a law that the sum was intended as compensation for damages which never accrued would not take away the right of the party to receive what was given. The legislative will, expressed in a constitutional form, is enough, without more, to avouch a legislative act. But *here* is a law which does not give to the claimants any *specific sum of money*. The amount which they may lawfully demand is to be *ascertained* by the Comptroller. To enable him to do this, a standard or rule is furnished to him, and upon that he must base his calculations. He shall allow them the damages due to them on *account* of the abrogation of their contract. *He violates his duty if he allows them what is not due on that particular account.*

"In other words, he can do no more than make them a just compensation for the injury which they have suffered in direct *consequence* of the abrogation of their contract by the Postmaster General. Now, if the contract was never abrogated, its abrogation never *occasioned* any damages, and, of course, it follows that they have no claim under this law.

"This view of the law is made still plainer by reference to another clause which declares that the Comptroller shall award and adjudge to the claimants the amount found due according to law, justice, and equity. The obvious meaning of this is, to give the claimants what they might recover if the United States were suable in a court where justice is administered according to law and equity."

These views are also applicable, and, it seems to me, should be considered conclusive, as to the position assumed by the claimants that the Comptroller is to be governed in the adjustment of their claim both as to the principle of the adjustment and the facts by the reports made by the committees of Congress rather than by the law itself. I know of no principle of law which would authorize me to consult the reports of the committees for any other purpose than to ascertain the intent of Congress in enacting the law, or the meaning thereof, if that intent be *doubtful* or the meaning *obscure*.

Where the words of the statute have a plain and obvious meaning, and the intent of Congress can be gathered therefrom, there is no necessity to refer to the history of the enactment, its title, or preamble, for an interpretation. Nay more: if the report of a committee upon which the act may have been founded, and even the title and preamble of the act should show a different intention from that expressed in the plain words of the law, the latter of course governs, even though it may defeat the intention of Congress itself. In the case of *Aldridge vs Williams*, 3d Howard's Rep., page 24, the Supreme Court of the United States have very clearly set forth the proper rule of construction, as follows:

"The judgment of the court cannot in any degree be influenced by the construction placed upon the act by individual members of Congress in the debate which took place on its passage, nor by the motives or

reasons assigned by them for supporting or opposing amendments that were offered. *The law, as it is passed, is the will of the majority of both houses, and the only mode in which that will is spoken is in the act itself, and we must gather the intention from the language there used.*"

Independent of the high authority of this decision, it is but the reiterated expression of well-settled principles; and, on either account, a far better exposition of the law than the novel opinion of Attorney General Wirt, quoted by the claimants, that "the accounting officers have the right to adopt (generally, or in all cases,) the report of a committee of Congress, upon which a given law was reported and passed, for the principles which are to govern in the settlement of accounts under the law, and that the passage of a bill accompanying a written report may be considered as the adoption of that report."

That Mr. Wirt intended this opinion to apply only to the case before him, and not as a general principle of law, is evident; for, but a short time before, in an elaborate and most carefully prepared opinion upon the question of allowing fees to imprisoned witnesses, he uses the following language: (The italics are his own.)

"It is true that, *where the words of the statute are obscure or doubtful*, we may resort to the intentions of the legislature in order to find the meaning of the words. '*Where the words of a statute are doubtful and uncertain*,' says Lord Chief Justice Willis, 'it is proper to imagine what was the intent of the legislature, but it is very dangerous for judges to branch out too far in searching into the intent of the legislature where they have expressed themselves in plain and clear words.'

"So that it is only where the words of the statute are doubtful and uncertain that recourse can be had, safely or properly, to the intention of the legislature to expound the words. Besides, how are we to come at the meaning of the legislature but through their words? And with what propriety can we go into a conjectural speculation as to their meaning when they have told us explicitly what they do mean? 'Where a law is plain and unambiguous,' says the Supreme Court, (in *United States vs. Fisher*, 2 Cranch, 399,) 'whether it be expressed in general or limited terms, the legislature should be intended to mean what they have clearly expressed, and no room is left for construction.'"—(Opinions of Attorneys General, edition 1850, p. 281.)

I do not discover anything obscure or doubtful in the language of this law. I think that the duty of the Comptroller is plainly pointed out, and that the principle which is to govern him in the investigation of the case is clearly set forth in the act in perspicuous and unmistakable language; and, therefore, I do not deem it necessary to consult either the report which was submitted to the Senate, or the individual views and opinions of the members of Congress, whether given in debate, or otherwise, in order to determine what the law means, or what my duty is under the same. If it has failed to accomplish the object of Congress, or in any way fallen short of the purpose which it was intended to subserve, it is no fault of mine. I have no power to add to or amend it by construction, where its language is so plain as to admit of no construction.

I find a law upon the statute book which requires me, as First Comptroller of the Treasury, to "adjust," that is, settle and determine, the damages *due* Carmick & Ramsey on *account* of the abrogation by the Postmaster General of their contract, and "to adjudge and award," that is, judicially decide and decree, to them, according to the principles of law, justice, and equity, the amount so found due.

I cannot discover that the powers conferred upon the Comptroller are different from those which would have belonged to a court of justice, if this had been an act to authorize Carmick & Ramsey to prosecute a suit against the government. Had the act been that Carmick & Ramsey were thereby authorized to bring a suit against the United States, in the circuit court of the District of Columbia, for damages due them by reason of the abrogation of their mail contract, with full power in the court to adjudge and award them, according to law, justice, and equity, the amount found due, the court would have had neither more nor less power in the premises than is conferred upon the First Comptroller.

But even if it were allowable and proper to look into the history of this law, and to consult the action of Congress in both houses in relation to its introduction and passage, I am at a loss to see in what particular the claimants would be benefited thereby. The result would certainly prove unfavorable to the position assumed by them, that it was the intention of that body to preclude any investigations by the Comptroller into the existence and accuracy of the facts therein referred to.

The report of the committee was submitted on the 14th of August, 1856. The section or law in question was moved as an amendment to the Post Office appropriation bill on the 16th of the same month, and agreed to in both houses *on the same day*, and on the 18th Congress adjourned. The last few days of a session afford, as all know, a very inadequate opportunity for the investigation of facts, even where the reports have been printed and duly distributed, which could hardly have been done in so short a time; and hence the wisdom and propriety in the present case of referring the *whole controversy* to the department.

That the impression was sought to be created by the friends of the claim, and prevailed during the pendency of the amendment in both the Senate and House; that the *whole subject*, as well the question of an abrogation of the contract as that of the measure of damages, was thereby referred to the Comptroller, is clearly shown by the debates which took place on the occasion.

Mr. Yulee said: "In my opinion not one dollar is owing by the government to these parties. A conditional contract only was made, not to go into effect or have any operation until approved by Congress. It never has been so approved, and I do not think anything has occurred, on the part of any officer of the government, which justly involves the treasury in any responsibility for damages to these parties."

Mr. Bayard said: "I know nothing of the merits of the claim, and do not mean to pass any judgment on it, but I think we are going much further than we have gone yet, when, on a report made

upon the 14th instant, two days ago, we are asked to pass, in an appropriation bill, a measure which is condemnatory of a high executive officer of the government. I do not think that when we have *no opportunity for examination* that that should be done.

"Those gentlemen who have examined the case may be perfectly familiar with it, but there are facts here *unknown to me*."

Mr. Hunter said: "Here is a contested claim which it is manifest would require a very long debate in order to ascertain its merits. It is well known that we have *no time* to enter into the subject. It is known we *cannot* do it. The friends of such measures as this have only to wait until the heel of the session, place them on an appropriation bill, and make so many speeches that there is no time for any one who cares for the safety of the bill to attack them. Thus they are sure to pass."

Mr. Slidell said: "It appears to me that two facts are assumed in this amendment—of one of which we have no evidence at all, and the other is in direct conflict with the record.

"The amendment assumes, in the first place, that damages are due to Carmick & Ramsey. That is a doubtful question. I doubt very much whether any damages have been incurred. The second fact, I think, is in direct conflict with the record. The amendment speaks of a contract which has been abrogated by the Postmaster General. The Postmaster General has no right to abrogate a contract. *He has not attempted to do so*. One Postmaster General made a provisional contract with these gentlemen for the transportation of the mail.

"I doubt very much whether any Postmaster General has the right to enter into provisional contracts of that kind; but admitting the right, the contract was subordinate expressly by its very terms to the sanction of Congress. That sanction has never been given. The contract never actually existed—it never took effect."

In reply to these and other objections to the passage of the law, Mr. Durkee, who not only submitted the report, but moved the amendment in question, said:

"The amendment proposes to authorize the Comptroller of the Treasury to *examine fully into the nature and extent of this claim, and to settle it upon principles of law and equity*. Since that officer has won the confidence of the government and people, and that deservedly, I hope the amendment will be adopted."

Mr. Houston, who likewise favored the amendment, said: "I think that when, by *this amendment*, the subject shall be referred to an intelligent and competent officer, to *ascertain whether they have sustained injury, and whether it is right to make reparation for that injury*, it is a sufficient check against any *imposition* on the government. It is placing it in the hands of one competent to render justice."

Such was the construction given to the amendment by its *author and friends* at the time of its pendency in the Senate. In the House of Representatives there was no debate on the subject. The amendment, with others, was rejected, and again restored through a committee of conference.

Mr. Billingshurst, from that committee, the same gentleman who



submitted a further report in this matter at the late session of the present Congress, said :

"The report of the committee is, that the House recede from its disagreement to this amendment. *The matter is referred to the proper department to be adjudged on principles of justice and equity.* \* \* \* The section which I have read refers the subject to the decision of the proper department on principles of law, equity, and justice; and the committee recommend that the House recede from its disagreement, which I think ought to be done."

As the remarks of Mr. Billingshurst seem to have conveyed to the House all of the information it possessed upon the subject, that body must certainly have acted upon the supposition that they were referring the *whole controversy* to the Comptroller.

I do not perceive, therefore, that in going behind the law to consult the history of its passage as a guide to its meaning and object, that the position as aforesaid of the claimants would be materially aided by the investigation. With the view, then, of carrying out the requirements of the law, I am to inquire what was the contract between Messrs. Carmick & Ramsey and the Postmaster General? whether abrogated by the latter party? and if so, what injury resulted to the contractors thereby? I am confined in my inquiries to the contract, and the results arising out of the same. If Messrs. Carmick & Ramsey have equitable claims for relief *dehors* the contract—if wrong and injury have been done them by any action of the government in matters not strictly within the terms of the contract—it is very plain that the Comptroller is powerless to relieve them. A private sympathy or sense of injustice done them in such case should be kept entirely out of view while in the discharge of the single duty imposed by the law of examining into and determining their legal and equitable rights under the contract.

The substance of the contract, and the facts growing out of and connected therewith, have already been stated; but it is proper that I should set forth more fully the several obligations incurred by the government by virtue of the contract, in order that I may discover wherein it may have been violated by the Postmaster General. The preamble of the contract recites, that whereas Albert C. Ramsey and Edward H. Carmick have been accepted as contractors for transporting the mails on route No. 9, from Vera Cruz, *via* Acapulco, to San Francisco, and back, twice a month, according to a certain schedule made and agreed upon at the time, at and for the sum of four hundred and twenty-four thousand dollars per year, "*for and during the term commencing from the time Congress shall ratify this contract, and ending four years from that date.*" The contract then recites the obligations and duties of the contractors, and proceeds to bind the government thus: "*for which service, when performed, the said Albert C. Ramsey and Edward H. Carmick, contractors, are to be paid by the United States the sum of four hundred and twenty-four thousand dollars a year, to wit, quarterly, in the months of May, August, November, and February.*" But, as a qualification or condition governing all of the covenants of either party, this agreement is inserted in the contract:

"And it is hereby expressly understood that *this contract is to have*

*no force or validity* until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect."

Under and by virtue of the contract, therefore, *there was no obligation imposed upon either party to perform any of its stipulations* until after the occurrence of the condition which was to give it life, validity, and force. The condition has never been performed. Congress never sanctioned the contract, and its terms, of course, are in no way bind-upon either of the parties. There could, therefore, be no abrogation of the contract by the Postmaster General or any one else. It carried within itself the cause of its own failure.

I am, therefore, wholly unable to perceive wherein the Postmaster General has violated any obligation imposed on him by the contract, which is clear and explicit in its details, and can neither be enlarged nor circumscribed by implication.

The attorneys for the claimants, however, have exerted their ingenuity to discover, if not a breach of contract, at least what they are pleased to characterize as a violation of duty on the part of the Postmaster General. They insist that that officer, not, indeed, by the express terms of the contract, but by implication and the force of his official duty, was bound, in view of the facts in his possession, to recommend the contract to Congress, or, at least, to withhold from that body the expression of any opinion of his own which might be likely to prejudice the same, and that his failure to so act must be taken and construed to be an abrogation of the contract by him. I certainly am unable to appreciate the force of this reasoning; but to give the claimants the full benefit of their position, I quote from their memorial to Congress, as follows:

"Thus duly apprised of the progress of the contractors, and thus informing them of his sentiments, and encouraging the enormous expense they were assuming, the Postmaster General, in his annual report in December, 1853, unmindful of all this, and without regard to the good faith which ought to be preserved in every department, without regard to the heavy expenditures and liabilities of the contractors, without regard to the evidence and facts which had come to his knowledge, and without regard to the truth and candor which should characterize his communications to Congress, submitted the remark cited above in his annual report, and at the same time withheld the contract and estimates, thereby annulling the contract by withholding from Congress the documents to act upon, and preventing action, moreover, by the suppression of facts and misrepresentations made at the same time to the representatives of the nation."

It is scarcely within the line of my duty to investigate these grave charges against the late Postmaster General, since those who make them do not attempt to arraign that officer for any violation of the express terms of the contract. Yet, as they seem to cover all of the grounds for complaint upon which they predicate their demand for damages, it may not be improper to examine them briefly. The claimants in their memorial do not present any additional facts to those of which I have already given the substance.

The statement that the contract was withheld from Congress by the

Postmaster General is shown to be incorrect by the report of the Postmaster General hereinafter quoted. A copy of it was communicated to the Senate March, 11, 1853, (within eight days after its execution,) by Postmaster General Campbell. To present fully the action of that officer, I quote from his annual report of December, 1853, referred to as above in the memorial, all that relates to this contract:

"On the 3d of March, 1853, Postmaster General Hubbard concluded a contract with Messrs. Carmick & Ramsey, of New York, for \$424,000 per annum, for service semi-monthly from Vera Cruz, Mexico, by Acapulco, San Diego, and Monterey, to San Francisco, and back, in thirteen days each way, being an extension of the trips of the New Orleans and Vera Cruz line through Mexico, for the purpose of conveying the mail, and thus making one through line, in sixteen days, between New Orleans and San Francisco, a copy of which was communicated to the Senate on the 11th of March.

"This contract contains a stipulation that it shall not have any validity unless Congress should sanction it by the passage of an appropriation to carry it into effect.

"On the 16th of June the department received a communication from Robert G. Rankin, president of the Ocean Mail and Inland Company, who states that that company is the *real* party to the contract entered into by Messrs. Ramsey & Carmick, and reporting progress towards putting service into execution. To this communication the following reply was sent by me on the 9th of July: 'Your letter of the 15th ultimo came duly to hand. My attention having thus been specially called to the circumstances connected with the contemplated line to the Pacific, *via* Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the conditional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mail over this route, does not meet with my approbation.

"In the first place, as at present advised, I consider the route impracticable for mail purposes. In the second place, the sums of money yearly drawn from the treasury for contracts which have, for several years, been, and still are, in force, for the transportation of mails between the Atlantic and the Pacific, are very considerable, amounting to about \$731,868. In view of this fact, and of the many sections and neighborhoods in the different States which are either greatly restricted in, or deprived altogether of, mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question. Moreover, I disapprove of the principle upon which the contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognize any contingency of this kind, because, although the contractors *may, under such conditional arrangement, establish no legal claim for compensation, they may nevertheless go on and incur expenses, in the expectation that they will be paid, and*

Congress, more from private sympathy than from public policy or justice, be at length induced to yield to a measure to which its prior sanction never could have been obtained.'

"Since that time the department has not heard from the Ocean Mail and Inland Company."

The letter of Mr. Rankin, of November 23, 1853, had not been received by the Postmaster General at the date of this report, it having come to hand, as he subsequently stated, on the 30th day of January, 1854.

I have carefully examined the whole correspondence, together with all the facts presented, in connexion with the action of the late Postmaster General, and I am compelled to say that, from the date of the above letter to Mr. Rankin, that officer never in any manner held out any inducements to the contractors or their assignees to proceed in their preparations to execute the contract, when the same should go into effect, or gave out any intimations that the contract would be approved by him; nor does it appear that he was advised that they were making such preparations, until he received the letter of the president of the Mexican Ocean Mail and Inland Company, of June 15, 1853; to which he promptly replied as above.

I do not wish in this to convey the idea that it would in the slightest degree have affected my conclusions in the present investigation, if the bad faith of the Postmaster General had been established as charged, or if he had actually encouraged the expenditures and labor alleged to have been incurred by the contractors in anticipating the action of Congress and preparing to carry out the contract. For however such facts might address themselves to the sympathy and judgment of Congress in an application for *general* relief, they cannot be properly considered as constituting a breach of the written contract for which alone I have the power to award damages.

But I can discover nothing in the conduct of the late Postmaster General in connexion with this matter which I would be justified in pronouncing either illegal, improper, or unjust; and the proposition that that officer was bound to present a contract for the sanction of Congress, and to insist upon its approval by that body, or to remain silent when it did not meet his own approbation as the officer in charge of that particular department to which the business in question belonged, cannot be recognized as sound either in law, policy, or good morals. As an officer of the government, it was his sworn duty to protect its interests, and had he failed to do so he would have grossly violated that duty. In this matter he was in the condition of the private agent who may have been charged with the duty of making a contract for and in behalf of his principal, but which was to have no force until approved by the principal himself. In such case, if the agent should discover, after executing such conditional contract, that the enterprise was not a proper one for the principal to engage in, and that it would operate greatly to his injury to approve and carry out the contract, it would certainly be his duty, as a faithful agent, to apprise his principal of the fact; and a failure to do so would render him justly amenable for so great an abuse of the power which, by the laws governing that relation, had been reposed in him.

Taking, then, the facts as stated by the claimants themselves, and giving all the force to their views which they seem to deserve, I cannot perceive wherein the mail contract of Messrs. Carmick & Ramsey has ever been abrogated by the Postmaster General in any of its terms or conditions. The contract stands as perfect, as unbroken and entire, as it stood on the day it was entered into and signed by the parties.

If Congress at its next session sees proper to pass the necessary appropriation to carry it into effect, that act will bring the contract into full life and validity; and it certainly seems strange, after the plausible showing by the claimants of the vast profit to themselves and advantages to the country which were so confidently expected to result from the execution of this contract if it had gone into effect, that they have not sought to secure the approval of Congress, and thus bring it into life, at some one of the sessions of Congress which have ensued since it was made.

The claimants present a *pro forma* account of estimated receipts and expenditures, showing that from passengers and freight alone they expected to realize a profit of \$31,705 33 per month, after paying all expenses, and without reference to their mail contract. Surely, if they could have realized so large a profit by their private business alone, it can hardly be supposed that they would abandon the enterprise simply because they could not double their profits by obtaining a government contract for transporting the mails. May it not be that Congress, like the late Postmaster General, has failed to appreciate the practicability and advantages of this great national enterprise? If so, the late Postmaster General was not alone responsible for its abrogation, if abrogated it has been. And why should the contractors make the single point that one Postmaster General only has failed to perform his duty? Mr. Campbell was no more bound by the terms of that contract to insist on its approval by Congress than is the present Postmaster General, and it was no more abrogated by the one than it has been by the other.

I am gratified to be able to again refer to the opinion of the present Attorney General, given as aforesaid in this case, as corroborating and fully sustaining these views.

Judge Black says: "Was the contract abrogated by the Postmaster General? Certainly not. There is no act of that officer which can possibly be so construed. He did not bind himself and his successors to recommend the ratification of the contract by Congress. It was his duty to express his honest conviction in his report, and it would have been gross misbehavior to conceal it.

"Nor was there anything inconsistent with the agreement in warning the other parties that they must proceed on their own responsibility; nor in the instructions to the postmasters at New Orleans and San Francisco to let them have no mails without further order from the department. All this was but carrying out the contract, and acting upon it, according to the stipulations which both parties had put into it with their own free will. The government was to incur no responsibility and to be holden for no expense; the contractors were to exercise no rights as such, and to claim no payment until Congress would make an appropriation. The Postmaster General claimed

nothing for the government beyond what he bargained for. He warned the contractors against any effort to bind upon the back of the government a burden that no hand except that of Congress should presume to fasten there. He stood upon the very terms of the contract, and only asked of the other parties that they, too, would observe them with equal good faith. He did not change the schedule of other routes in connexion, nor order the postmasters to let Carmick & Ramsey have the mails. It was not his duty to do so; for, as those persons had no contract which compelled them to carry a mail, it would have been wrong to let them have it in their charge. Upon the whole, *I am very clear in the opinion that the contract in question never was abrogated, annulled, rescinded, or violated by the Postmaster General, in letter or spirit.*"

Although, in my conclusions, I do not reach the question of damages at all, it may not be improper to advert to that branch of the case, for the single purpose of showing the inconsistency of the demand with the provisions of the law.

Let it be conceded that Congress has decided for me that a certain mail contract did exist, was abrogated by the Postmaster General, and, in consequence, that damages were due. What damages shall I find? Shall I determine that the abrogation of the contract by the Postmaster General prevented Congress from putting it into effect, and therefore award to them the amount of the anticipated profits which they thus lost? If I do this, there still stands the contract, entire, unbroken, and with all of the life and vigor it ever possessed, and Congress at its very next session may pass the required appropriation and carry it into effect, after I shall have declared it dead!

Can I say that Congress did not approve the contract *because* the Postmaster General annulled it, and that it would have been approved if the Postmaster General had not interfered? I have no right to say this, for it may not in fact be true; and unless *absolutely* true, I cannot say that the abrogation of the contract by the Postmaster General *occasioned* the damage to the contractors. Were I to do so, and to make such a fact the basis for awarding to them damages, I would violate the established rule, that the damages to be recovered must always be the natural and proximate consequence of the act complained of—*causa proxima non remota spectatur*.

The proximate, immediate cause of damage in this case would be the non-approval of the contract by Congress—for thereby it was lost—not the repudiation of it by the Postmaster General, for that left it still subject to the approval of Congress.

Nor can I understand how the actual expenditures incurred in the preparation and stocking of the road can be viewed in the light of damages under the contract. It provides for no such expenditures until after the contract shall have gone into effect. Every dollar thus expended was paid, if paid at all, before there was even an opportunity afforded for the approval of the contract by Congress. Was it contemplated at the time they were incurred that they would be paid by the government in case the contract should not be approved? Surely not. They were incurred at the risk of the contractors, who

well knew they had no contract at the time, and might never have any.

If they had incurred all of these expenses before they had entered into any contract at all with the department, and then had succeeded in obtaining an absolute, unconditional contract, which was afterwards really annulled by the Postmaster General, I do not understand that in such case they would be entitled to damages for the money so expended *prior* to the making of the contract. The government did not ask such preparation to be made; and if a person sees fit to invest his means in a certain description of property with a view of using the same to execute a government contract which he may never obtain, or, obtaining, have taken away from him, he certainly does it at his own risk, and cannot claim that his loss on that account was a necessary consequence of the violation of the contract.

If Messrs. Carmick & Ramsey assumed the risk of preparing to execute a contract which might never be called into existence, they did it knowingly, and at their own peril, and I cannot discover how the risk ever passed from them to the government.

I have not attempted to notice many of the arguments advanced and points made by the claimants and their attorneys, because my conclusions were reached without any necessary reference to them. The determination of a single question disposed of the whole matter, and put an end to the investigation. Repudiating the idea that Congress had determined by law the facts in this case, or intended to do so, it was my duty, first, to inquire whether the contract referred to in the law was so abrogated by the Postmaster General as to make the United States liable to the contractors in damages for such abrogation, and that being decided in the negative, I had no further investigation to make; and it remains for me only to decide that I find nothing due from the United States to Messrs. Carmick & Ramsey under the contract aforesaid.

W. MEDILL, *Comptroller*.

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PAPERS RELATING TO THE COMPTROLLER'S DECISION IN THE CASE OF CARMICK & RAMSEY.

ATTORNEY GENERAL'S OFFICE,

*April 7, 1857.*

SIR: Your letter relative to the claim of Edward H. Carmick and Albert C. Ramsey for damages under the act of Congress passed 18th August, 1856, and asking my opinion on certain questions therein propounded, has been duly received, and I have considered the case.

The claimants' counsel have handed in a written argument, in which I am urged not to answer your questions, on the ground that your department has no concern with the matter. If this were true in point of fact, I might lawfully send back your communication

without a reply. But what right have I to believe it? I am sure you have business enough on your hands to give you abundant employment, without volunteering to take charge of a claim whose adjustment lies outside of your sphere. I am bound to presume (and I do presume) that it does concern the business of your department to know what the law is on the points you have presented.

I would not have referred in this letter to the argument I have mentioned, except for the reason that it gives me an opportunity of stating the rule by which I shall always be governed, namely, never to decline answering a question put by the head of a department at the instance of a private party who desires me to be silent. Besides, it is obvious to me that your department is concerned with the business to which your interrogations refer.

The claim mentioned in your letter arises out of a contract for carrying the mails. If it be unjust, the rights of the government must be protected by somebody. It cannot be pretended that the Comptroller is to decide upon an *ex parte* hearing; and who should produce the evidence and make the defence, if not the Postmaster General? It was upon this view that the Comptroller gave you notice of his intention to proceed with the investigation. What defence you shall make, or whether you shall make any, depends upon the construction of the law you inquire about.

It seems that Messrs. Carmick & Ramsey, on the 15th of February, 1853, made a contract with the Postmaster General for carrying the mail from Vera Cruz to San Francisco, by way of Acapulco, at the sum of \$424,000 per annum, for four years, "*commencing from the time that Congress shall ratify this contract.*" The contract further stipulates that it is to have no force or validity until it shall have received the sanction of Congress by the passage of an appropriation to carry it into effect. Congress has never, down to the present time, made any such appropriation. It does not appear that the contractors carried the mails under this contract, or incurred any expense in preparing to do so. But it is not material whether they did or not, since they were distinctly warned that the government would not be liable until the sanction of Congress should be given, and they themselves admitted that they so understood their rights and obligations. Your immediate predecessor, Mr. Campbell, did not approve of the contract. He so stated in his report, and in his correspondence with the contractors; but he never declared that he had any intention not to carry it out if Congress would ratify it by an appropriation.

1. Your first question is, whether the contract was valid and binding? I answer this in the affirmative. The law authorizes the Postmaster General to make contracts for carrying the mails from one point of the United States to another, through a foreign country. The prerequisites of advertising, &c., seem to have been observed, and I see no reason for declaring this contract void. But it is binding in all its parts. The contractors must take it with all its imperfections on its head, and subject to all the conditions expressed in it. One of its terms is, that until Congress should approve it the contractors could not be called on for any service, nor the government be required to make any payment under it. This part of the contract is as binding



as any other, and neither party has a right to disregard it. It certainly does not bind the Post Office Department to regard Carmick & Ramsey as having a right to carry the mails from Vera Cruz to San Francisco by the Acapulco route, and to be paid for doing so by the United States. My reason for saying this is not because the contract is void, but for the directly opposite reason—because it is valid, and because it is expressly agreed that no such effect shall be given to it except upon the occurrence of an event which never happened.

2. Was the contract abrogated by the Postmaster General? Certainly not. There is no act of that officer which can possibly be so construed. He did not bind himself and his successors to recommend the ratification of the contract by Congress. It was his duty to express his honest conviction in his report, and it would have been gross misbehavior to conceal it. Nor was there anything inconsistent with the agreement in warning the other parties that they must proceed on their own responsibility, nor in the instructions to the postmasters at New Orleans and San Francisco to let them have no mails without further order from the department. All this was but carrying out the contract, and acting upon it, according to the stipulations which both parties had put into it with their own free will. The government was to incur no responsibility, and to be holden for no expense; the contractors were to exercise no rights as such, and to claim no payment until Congress would make an appropriation. The Postmaster General claimed nothing for the government beyond what he bargained for. He warned the contractors against making any effort to bind upon the back of the government a burden which it was expressly agreed that no hand except that of Congress should presume to fasten there. He stood upon the very terms of the contract, and only asked of the other parties that they, too, would observe them with equal good faith. He did not change the schedule of other routes in connexion, nor order the postmaster to let Carmick & Ramsey have the mails. It was not his duty to do so; for, as those persons had no contract which compelled them to carry a mail, it would have been wrong to let them have it in their charge. Upon the whole, I am very clear in the opinion that the contract in question never was abrogated, annulled, rescinded, or violated by the Postmaster General, in letter or spirit.

3. But on the 18th of August, 1856, Congress passed a law requiring the Comptroller of the Treasury to adjust the damages to Carmick & Ramsey on account of the abrogation of this same contract, and award them, according to law, equity, and justice, what he should find to be due. Does this compel you and the Comptroller to ignore the truth, and shut your eyes upon the fact that the contract never was abrogated at all? Undoubtedly Congress may order the money in the treasury to be paid to a person who has no claim upon the government, as well as to a just creditor. If Congress had chosen to say that Carmick & Ramsey should have half a million of dollars as a gracious gift, the Executive could not refuse to pay it, no matter how clear the proof might be that the law was unadvised and wrong. A recital in such a law that the sum to be paid was intended as compensation for damages which never accrued would not take away the

right of the party to receive what was given. The legislative will, expressed in the constitutional form, is enough, without more, to avouch a legislative act. But here is a law which does not give to the claimants any specified sum of money. The amount which they may lawfully demand is to be ascertained by the Comptroller. To enable him to do this, a standard or rule is furnished to him, and upon that he must base his calculations. He shall allow them the damages due to them on account of the abrogation of their contract. He violates his duty if he allows them what is not due on that particular account. In other words, he can do no more than make them a just compensation for the injury which they have suffered in direct consequence of the abrogation of their contract by the Postmaster General. Now, if the contract was never abrogated, its abrogation never occasioned any damages, and, of course, it follows that they have no claim under this law. This view of the subject is made still plainer by reference to another clause which declares that the Comptroller shall award and adjudge to the claimants the amount found due *according to law, equity, and justice*. The obvious meaning of this is, to give the claimants what they might recover if the United States were suable in a court where justice is administered according to the rules of law and equity. In court they would have no case, for no judicial tribunal would give a party damages for a wrong that never was inflicted.

The duty of the Comptroller is very plain. He cannot know what damages are due on account of the abrogation of the contract, without inquiring when, how, in what manner, and to what extent it was abrogated. If this inquiry shall lead him to the conclusion that the contract never was abrogated at all, he will have reached the limits of his power, for he is not authorized to award them compensation for a loss they may have suffered in any other way.

Very respectfully, yours, &c.,

J. S. BLACK.

Hon. A. V. BROWN,  
*Postmaster General.*

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TREASURY DEPARTMENT,  
*Comptroller's Office, March 11, 1857.*

SIR: This will be accompanied by a copy of the 6th section of an act approved on the 18th of August, 1856, requiring the First Comptroller of the Treasury to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, by reason of the abrogation of a contract, by the Postmaster General, therein mentioned. The pressing current business in this office has prevented any action in regard to this claim until the present time.

Although the damages that may be assessed are charged upon the treasury generally, and not upon the funds of the Post Office Department, I deem it to be my duty, as the contract was made by the Postmaster General, to advise you of my intention to commence the ex-

amination of the case, in compliance with the earnest request of the claimants. Any proofs offered by the department will be examined with the care due to their merits.

I am in possession of all the printed documents in the case, so far as I know or believe them to exist.

The House of Representatives, on the 2d of January, 1855, called upon the Postmaster General for information touching the matter referred to, and an answer was given on the 31st of the same month by the Postmaster General, in which he said: "My views in regard to this contract were fully stated in my annual report to Congress of December 1, 1853, and are also contained in the correspondence herewith communicated."

Reports in the case, with a bill or section mentioned, were subsequent to that reply of the Postmaster General. I transmit herewith a printed copy of the report of the Post Office Committee of the Senate on the 14th of August, 1856. Other documents contain the correspondence in the case and the views and statements of the Postmaster General.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. AARON V. BROWN,  
*Postmaster General.*

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POST OFFICE DEPARTMENT,  
*Washington, March 26, 1857.*

SIR: I am directed by the Postmaster General to inform you that he will communicate his views with reference to the case of Edward H. Carmick and Albert C. Ramsey, referred to in your letter of the 11th instant, as soon as practicable after making an examination of the case. In the meantime he requests that you will suspend further proceedings.

I am, very respectfully, your obedient servant,

HORATIO KING.

Hon. ELISHA WHITTLESEY,  
*First Comptroller of the Treasury, Washington, D. C.*

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ATTORNEY GENERAL'S OFFICE,  
*March 30, 1857.*

SIR: Messrs. Carmick & Ramsey's claim for carrying the mail from Vera Cruz to Acapulco has been referred to me by the Postmaster General. Please therefore suspend any action on it until I shall have time to examine it. In the meantime, if you desire it, I shall hear your views with pleasure.

Respectfully, yours,

J. S. BLACK.

Hon. E. WHITTLESEY.

TREASURY DEPARTMENT,  
*Comptroller's Office, March 31, 1857.*

SIR: I was duly in the receipt of a letter from Horatio King, esq., First Assistant Postmaster General, written by your direction, advising this office that you would communicate your views in the case of Edward H. Carmick and Albert C. Ramsey as soon as practicable, and that you requested that further proceedings be suspended. The letter is dated the 26th. The Hon. Joseph L. Williams, as the attorney of the claimants, proposes to take testimony in New York, and permit me to ask whether it is your desire that the preparation of the case be also further suspended.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. A. V. BROWN,  
*Postmaster General.*

POST OFFICE DEPARTMENT, *April 3, 1857.*

SIR: I am desired by the Postmaster General to inform you that your letter of the 30th ultimo met his notice at his lodgings only this morning, for the first time, and, in answer, to say that the case of Messrs. Ramsey & Carmick having been submitted to the Attorney General, it is his wish, in which the Attorney General unites, that the preparation of the case on your part be suspended until the Attorney General's opinion is obtained.

I have the honor to be, very respectfully,

HORATIO KING,  
*First Assistant Postmaster General.*

Hon. ELISHA WHITTLESEY,  
*First Comptroller of the Treasury.*

POST OFFICE DEPARTMENT,  
*Washington, April 11, 1857.*

SIR: Referring to my communication of the 26th ultimo, in answer to your letter of 11th same month, in which you gave notice of your intention to proceed in the examination of the claim of Edward H. Carmick and Albert E. Ramsey for damages resulting from an alleged abrogation, by the Postmaster General, of their contract of the 15th February, 1853, for the transportation of the mail on the Vera Cruz, Acapulco, and San Francisco route, I have now to apprise you that, with the view of settling certain questions of law involved in this case, I submitted, on the 28th ultimo, to the Attorney General the following interrogations, and requested his opinion thereon, viz:

1. Whether there was a contract, valid and binding in law, between the claimants and this department?

2. Whether that contract, if valid, has been abrogated by any act of my predecessor?

3. Whether, although it may not have been abrogated in fact, yet am I or the Comptroller compelled so to regard it under the sixth section of the act of August 18, 1856?

I transmit herewith, for your information, a copy of the opinion which has been rendered by the Attorney General in the premises; and inasmuch as this case turns upon a simple question, viz., was the contract abrogated by the Postmaster General? which has been answered by the Attorney General in the negative, it is not proper, of course, that I should become a party to any investigation having for its object the adjustment of any damages in the matter.

I am, very respectfully, your obedient servant,

AARON V. BROWN.

Hon. ELISHA WHITTLESEY,  
*First Comptroller of the Treasury.*

POST OFFICE DEPARTMENT,  
*Washington, April 16, 1857.*

SIR: The First Comptroller of the Treasury having given notice to this department of his intention to commence the examination of the case of Edward H. Carmick and Albert C. Ramsey for damages resulting from an alleged abrogation, by the Postmaster General, of their contract of February 15, 1853, for conveying the mails on the Vera Cruz, Acapulco, and San Francisco route, agreeably to the requirement of the sixth section of the act of August 18, 1856, I submitted the case to the Attorney General on the 28th ultimo, requesting his opinion on the legal questions involved.

I have the honor to transmit herewith, for your information, a copy of the opinion rendered by the Attorney General in this case, and to apprise you that I have informed the First Comptroller of the Treasury that, inasmuch as the case turns upon the simple question, whether the contract was abrogated by the Postmaster General? which has been answered by the Attorney General in the negative, I have decided not to become a party to any investigation having for its object the adjustment of any damages in the matter.

I am, very respectfully, your obedient servant,

AARON V. BROWN.

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

P. S. Please refer to pages 16 and 46 of the accompanying report of the Postmaster General for documents relating to this case.

TREASURY DEPARTMENT, *April 17, 1857.*

SIR: I herewith enclose to you a copy of a communication which I have just received from the Postmaster General, with the accompanying opinion of the Attorney General, referred to in the letter of the Postmaster General.

It appears that the claim pending before you arises out of an alleged abrogation of a contract said to have been made with the Post Office Department. The opinion of the Attorney General has been requested by the Postmaster General upon the legal points involved in the case, and that opinion is now referred to you, as I take it for granted that you will regard it as conclusive upon the questions considered and decided by the Attorney General.

I am, very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

ELISHA WHITTLESEY,  
*First Comptroller.*

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WASHINGTON, *April 29, 1857.*

SIR: I have carefully perused your communication of this morning in relation to Messrs. Carmick & Ramsey, and in answer have to state that the 6th section of the act of August 18, 1856, refers the question to the First Comptroller of the Treasury, and to him alone for decision, and I shall not interfere with the duty which has thus been assigned to him. He will give such weight to the opinion of the Attorney General, as well as to the other evidence and documents before him, as in his judgment they may deserve.

Neither do I feel myself at liberty to prolong the period of office of the First Comptroller in reference to any particular case. When he expressed his desire and purpose to resign, he informed me that he was then engaged in the investigation of several cases, and it would occasion much inconvenience and loss of time if he should leave the office before these cases were decided. Cordially concurring in these views, I requested him to fix the day when his resignation should take effect, allowing himself ample time for the purpose he had in view. This he accordingly did. His successor was then appointed, whose commission will take effect from that day according to its terms.

Yours, very respectfully,

JAMES BUCHANAN.

JOSEPH L. WILLIAMS, Esquire.

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WASHINGTON CITY,  
*September 28, 1857.*

SIR: I now call your attention to the law of August 16, 1856, enacted for the relief of Edward H. Carmick and Albert C. Ramsey.

H. Ex. Doc. 30—3

The very date bespeaks the fact that this enactment, ample and perspicuous in its terms, is disregarded or inoperative during a period of more than thirteen months.

Why may it not remain equally disregarded for thirteen years?

It is obvious that no administrative officer can pretermitt, evade, or annul a legislative injunction on him.

Habitually mindful of your official obligations, and careful of their performance as you are reputed to be, I presume that you may readily explain the omission above indicated.

At the instance of Messrs. Carmick & Ramsey, I now pray your consideration of the enactment for their relief, already so long deferred.

With great respect,

JOSEPH L. WILLIAMS,  
*Attorney for Carmick & Ramsey.*

Hon. WM. MEDILL,  
*First Comptroller of the Treasury.*

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TREASURY DEPARTMENT,  
*Comptroller's Office, October 13, 1857.*

SIR: Your letter of the 28th ultimo, asking me to take up and adjust the claim of Carmick & Ramsey, under the sixth section of the act entitled "An act making appropriation for the service of the Post Office Department during the fiscal year ending June 30, 1857," has been received.

The act in question was approved August 18, 1856, and the first action that seems to have taken place on the subject was on the 11th day of March, 1857, when my predecessor, who had previously tendered the resignation of his office to the President, addressed a letter to the Hon. A. V. Brown, Postmaster General of the United States, informing him that it was "his intention to commence the examination of the case, in compliance with the earnest request of the claimants," and that "any proofs offered by the department will be examined with the care due to their merits." Some difference of opinion having arisen between the Postmaster General and Mr. Whittlesey, in regard to the meaning or true construction of the law, referring the case to this office for adjustment; the former holding that the inquiry should extend back to the fact whether a contract had actually been made, and if so, whether it had been abrogated by any act, or omission to act, on the part of the United States; and the latter, that it should be confined to the question of damages only, on the ground that both these facts had already been determined by Congress in the affirmative.

To obviate all difficulty, and procure, as far as possible, a correct interpretation of the law, the Postmaster General referred the subject to the Attorney General of the United States. That officer, in an elaborate and very able opinion, delivered on the 7th of April, 1857, decided: 1st, That there was a contract entered into between the Post

Office Department and Messrs. Carmick & Ramsey, for carrying the mail from Vera Cruz to San Francisco by the Acapulco route, but that the same was not to take effect, or be considered in force, until approved by Congress, and the necessary appropriation should be made therefor; neither of which conditions was ever complied with.

II. That said contract never was abrogated by any commission or omission on the part of the United States, or any of their officers.

III. That it is the imperative duty of the Comptroller, under the law in controversy to extend his inquiries back, investigate, and decide on the facts aforesaid. On this point he says, "But on the 18th of August, 1856, Congress passed a law requiring the Comptroller of the Treasury to adjust the damages to Carmick & Ramsey on account of the abrogation of this same contract, and award them according to law, equity and justice, what he should find to be due. Does this compel you and the Comptroller to ignore the truth and shut your eyes upon the fact that the contract never was abrogated at all. Undoubtedly Congress may order the money in the treasury to be paid to a person who has no claims upon the government, as well as to a just creditor. If Congress had chosen to say, that Carmick & Ramsey should have half a million of dollars as a gracious gift, the Executive could not refuse to pay it, no matter how clear the proof might be that the law was unadvised and wrong. A recital in such a law, that the sum to be paid was for compensation for damages which never occurred, would not take away the right of the party to receive what was given. The legislative will expressed in the constitutional form is enough without more, to avouch a legislative act. But here is a law that does not give to the claimants any specified sum of money. The amount that they may lawfully demand is to be ascertained by the Comptroller. To enable him to do this, a standard or rule is furnished to him; and upon that he must base his calculation. He shall allow them the damages *due* to them on account of the abrogation of their contract. He violates his duty if he allows them what is not due on that particular account. In other words, he can do no more than make them a just compensation for the injury they have suffered in direct consequence of the abrogation of their contract, by the Postmaster General. Now, if the contract was never abrogated, its abrogation never occasioned any damage; and of course it follows that they have no claim under this law. This view of the subject is made still plainer by reference to another clause, which declares that the Comptroller shall award and adjudge to the claimants the amount found due, *according to law, equity and justice*. The obvious meaning of this is, to give the claimants what they might recover if the United States were suable in a court where justice is administered according to the rules of law and equity. In court, they would have no case, for no judicial tribunal would give a party damages for a wrong that was never inflicted. The duty of the Comptroller is very plain. He cannot know what damages are due, on account of the abrogation of the contract, without inquiring when, how, in what manner, and to what extent it was abrogated. If this inquiry shall lead him to the conclusion that the contract never was abrogated at all, he will have reached



the limit of his power, for he is not authorized to award them compensation for a loss they may have suffered in any other way."

This opinion of the first law officer of the government, and who, apart from any influence he may derive from official position, is universally regarded as one of the safest and most learned jurists in the country, was transmitted by the Postmaster General to the Secretary of the Treasury, and by the latter to my predecessor for his information and guidance, accompanied with unmistakable evidence of their own concurrence in, and unqualified approval of, the same.

The Postmaster General declares, "that inasmuch as the case turns upon the simple question, whether the contract was abrogated by the Postmaster General," which has been answered by the Attorney General in the negative, he had "decided not to become a party to any investigation having for its object the adjustment of any damages in the matter," and the Secretary of the Treasury "takes it for granted that it will be conclusive upon the question considered and decided" therein.

Although Mr. Whittlesey does not appear to have concurred with the Attorney General and the other heads of departments named in the above interpretation of the law, he proceeds no further in the case, and closes a long report or statement of the matter in which he complains of the interposition of others in affairs which, by his construction of the law, he considered intrusted exclusively to himself, with the following suggestion: "It is for Congress, in its wisdom, to decide whether the act for the relief of Edward H. Carmick and Albert C. Ramsey shall be executed or remain annulled." Such was the condition of the case when I entered upon the duties of this office on the 1st day of May last, and such is its condition at this time. My predecessor, although he seems to have adhered to his original impression of the law and his own duty in the premises, did not think proper, with all his ability and experience, to make any attempt to carry out those impressions in opposition to the views of the Attorney General, so approved and sustained, but very properly, in my judgment, referred the whole matter to Congress to remove the doubt and make known, in more positive and direct language, the meaning they intended should be placed on their own act. No arbiter or accounting officer should be made to take up and determine a case of so much importance to the claimants, as well as to the government, under embarrassments of the kind referred to. He should be relieved from all difficulty as it regards preliminary questions, encouraged by the confidence of both sides, and thus be enabled to do equal and exact justice to all. Congress will assemble in a few weeks, and as little or no inconvenience can arise from so short a delay, I am disposed to regard the action of my predecessor in referring the questions in controversy to that body for a determination of the same, before any further proceedings take place in this office, as binding upon me.

I am, sir, very respectfully, your obedient servant,

W. MEDILL,  
*Comptroller.*

JOSEPH L. WILLIAMS,  
*Attorney for Carmick & Ramsey.*

TREASURY DEPARTMENT, *January 12, 1858.*

SIR: By the sixth section of an act approved August 18, 1856, it was provided "That the First Comptroller of the Treasury be, and is hereby required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation, by the Postmaster General, of their contract to carry the mail on Vera Cruz, Acapulco, and San Francisco route, &c., &c., &c."

On the 17th April, 1857, at the instance of the Postmaster General, I communicated to your predecessor the written opinion of the Attorney General on some of the points involved in this claim. That opinion was given in response to the Postmaster General, under whose department the claim had arisen. In that communication I said "the opinion of the Attorney General has been requested by the Postmaster General, upon the legal points involved in the case, and that opinion is now referred to you, as I take it for granted that you will regard it as conclusive upon the questions considered and decided by the Attorney General."

This communication has been construed into a positive instruction to the First Comptroller to conform his decision to the opinion of the Attorney General, and the language I employed goes far to authorize such a construction. My object was to express the strong conviction I entertained of the respect that should be paid to the opinion of the Attorney General by the First Comptroller. Entertaining that opinion still, I desire now to say to you that the act of Congress submits the question to the examination and decision of the First Comptroller of the Treasury, and I neither desire nor intend to assume jurisdiction of the case. I have passed, and shall pass no judgment upon it.

I am, very respectfully, your obedient servant,

HOWELL COBB,  
*Secretary of the Treasury.*

WILLIAM MEDILL, Esq.,  
*First Comptroller of the Treasury.*

P. S. This letter was prepared at the date herein given, and would have been sent at the time, but was retained in consequence of your absence from the office from sickness.

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COMPTROLLER'S OFFICE,  
*July 30, 1858.*

SIR: Your favor of yesterday is received. There is a preliminary question to be disposed of in the matter of your claim against the United States for damages, before it will be necessary to examine the evidence to which you refer.

I will endeavor to take up the case in the course of ten days or two weeks from this time, and the moment I come to some conclusion in relation to the question aforesaid your attorney, Mr. Johnson will be advised.

In the meantime I have only to say that I will be happy to see you in the office, or at my lodgings, and to hear any argument, explanation, or suggestion you may desire to make in the premises.

I am, very respectfully, your obedient servant,

W. MEDILL.

ALBERT C. RAMSEY, Esq.

TREASURY DEPARTMENT,  
*Comptroller's Office, August 11, 1858.*

SIR: I have the honor herewith to hand you a copy of my decision in the matter of the claim of Messrs. Carmick & Ramsey, referred to the First Comptroller of the Treasury, by the 6th section of the act of August 18, 1856, making appropriations for the Post Office Department.

Respectfully.

W. MEDILL,  
*Comptroller.*

Hon. REVERDY JOHNSON,  
*Attorney of Messrs. Ramsey & Carmick,  
Baltimore, Maryland.*

POST OFFICE DEPARTMENT,  
*Washington, December 31, 1858.*

SIR: I have the honor to enclose herewith the resolution of the House of Representatives of the 23d instant, referred by you on the 29th instant, together with copies of all the correspondence which has passed between this department, the First Comptroller of the Treasury, the Attorney General, and the Secretary of the Treasury, with reference to the execution of the "sixth section of the Post Office appropriation act, approved August 18, 1856, for the adjustment of the damages due Carmick & Ramsey."

I am, very respectfully, your obedient servant,

AARON V. BROWN.

To the PRESIDENT OF THE UNITED STATES.

No. 2.

*Supplementary papers in the case of Carmick & Ramsey.*

WASHINGTON, August 4, 1856.

GENTLEMEN: You will appreciate the importunities of the ruined citizen, who, in the expiring hours of a session, approaches you for relief from his troubles.

I regret much to trouble honorable gentlemen, but the necessities which constrain me are at once imminent and distressing to me.

To the papers on file I need add nothing, as I conceive, material to my solicitation of relief.

My case is not involved in multifarious and incongruous details. The facts are very few. The whole case rests on principle, which your experienced minds and your moral sense can most readily apply.

Public documents are the foundation. This record, the files of the Post Office Department, as extorted by the peremptory call of the House of Representatives, completes the showing of that department. Since that call and the response by the executive officer whose act despoiled me, I and those associated with me have had no correspondence with the department.

Therefore I may fairly ask, as I now do, that the Postmaster General may not now be allowed by you to intervene against me with any new matter. And, conscious that I am in the right in now approaching you, I further say that if the Postmaster General should wish to appear before you, or if you should desire his presence, I shall be entirely content, provided you will allow me the privilege of being present with him, face to face, before you.

In that event, you may be assured that nothing unpleasant could possibly occur, as my respect for you as a trying tribunal, aside from my own sense of decorum, would assure such occasion of all proper order and propriety. I might then merely ask him to explain, in your presence, *why* it was that, aside from what is now stated in the printed papers before you, he besought the aid of newspaper writers, to the end of influencing the Mexican government to confiscate our chartered right of transit there. Thus, the committee will perceive, that the Postmaster General sought to pursue us out of the United States the more effectually to destroy us before Congress. This can be substantiated. It is not now in proof, only because it was not deemed material.

I have the honor to be, with great respect, &c.,

E. H. CARMICK.

The Hon. COMMITTEE ON THE POST OFFICE AND POST ROADS,

*House of Representatives.*

P. S. Please find accompanying a sworn statement in regard to the destruction and sacrifice of our property in Mexico.

An account of losses, as certified under oath, can be found with the Committee of the Senate on the Post Office and Post Roads.

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SENATE CHAMBER, *August 8, 1856.*

SIR: The Committee on the Post Office and Post Roads of the Senate have assigned to me, as one of its members, the consideration of the enclosed memorial of Messrs. Ramsey and Carmick, relating to a certain mail contract with this government.

I therefore take the liberty to request that you furnish me with all the information, if any, now in possession of the department, not already communicated by you to Congress, on this subject.

The committee desire an early meeting to consider this matter. You will therefore much oblige by communicating whatever you have to say on this subject as soon as Monday morning, or earlier, if your convenience will permit. Please return the memorial.

I have the honor to be, sir, very respectfully, your obedient servant,  
CHARLES DURKEE.

Hon. JAMES CAMPBELL,  
*Postmaster General, Washington, D. C.*

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POST OFFICE DEPARTMENT,  
*Washington, August 12, 1856.*

SIR: I am in receipt of your letter of the 8th instant, requesting to be furnished "with all the information, if any, now in possession of the department, not already communicated" to Congress on the subject of the conditional contract entered into between the late Postmaster General, Mr. Hubbard, and "the Mexican Ocean Mail and Inland Company," for the conveyance of the mail between San Francisco and Vera Cruz *via* Acapulco.

My letter of January 31, 1855, to the Speaker of the House of Representatives, and accompanying papers, (see House Doc. No. 47, 33d Congress, second session,) contain the principal facts known to me in this case.

The action of the department with reference to this subject shows clearly throughout that it has had one point steadily in view, namely, to avoid every possible step whereby the government might become responsible for any expense in the matter before Congress should decide upon the question whether vitality should be given to the contract "by the passage of an appropriation to carry it into effect."

The records of the department show that in the first instance the late Postmaster General, Mr. Hubbard, refused even to advertise for proposals for this line, and confined his advertisement (of September 30, 1852) simply to the route, established by special act of Congress, from New Orleans *via* Tampico to Vera Cruz. Subsequently, on the 18th of October, 1852, he was induced to withdraw that advertisement and substitute another, in which proposals were invited for the extension of the New Orleans and Vera Cruz line to San Francisco.

There is no law *directing* the Postmaster General to make a contract for service between Vera Cruz and San Francisco; and it was well understood, as expressed in the conditional contract for this line, that the whole matter was to be left for the decision of Congress.

The contract being executed in this manner, on the application of the contractors, the Postmaster General, Mr. Hubbard, consented on the day before he left office, under date of March 7, 1853, to authorize

(not instruct) the postmasters of New Orleans, San Francisco, Monterey, and San Diego, "to make up and send mail by the Vera Cruz and Acapulco line, when said communication is open, and the contractors are prepared to carry a mail on the terms of their contract of February 15, 1853." In writing to the contractors he took the precaution to say that he had given this authority to the postmasters, "with the express understanding that neither this department nor the government is to be in any way holden for any expenses attending such service; but, as provided in the contract, it is left to Congress to determine whether the contract is to be sanctioned by an appropriation to carry it into effect, the pay, if any, for said service commencing only in accordance with the terms of the contract, "namely, from the time Congress should ratify the contract."

As a further evidence that Mr. Hubbard did not intend that the department should be placed in a position involving any pecuniary responsibility in the matter, it may be observed that on the 8th of March, 1853, the day his resignation of the office of Postmaster General took effect, in answer to a request from William H. Aspinwall, esq., to be apprised when he wished the service begun, he communicated to him a copy of the letter to Messrs. Ramsey & Carmick, above referred to, "as showing all the action the department was then disposed to take in the matter."

A few days after coming into office, on the 11th of March, 1853, in obedience to a resolution of that body, I communicated a copy of this conditional contract to the Senate; but my attention was not particularly called to the terms of the agreement until the receipt of Mr. Rankins' letter of June 15 following. So soon thereafter as I could give the subject my attention, I came to the conclusion that I could not approve of the arrangement; and in my letter of July 9 in reply, I took occasion frankly so to express myself. Entertaining these views, I deemed it but just to the contractors that they should be thus early advised of them, in order that they might not be disappointed in any hope or expectation they might have had that they would receive the aid of the department in favor of their project before Congress. In my first annual report, referring to the fact that I had already communicated a copy of the contract to the Senate, and stating its terms, I gave my reasons why the contract did not meet my approbation; but it is needless to say that in all this there was nothing to prevent Congress, had it been so disposed, from ratifying the contract "by the passage of an appropriation to carry it into effect." The same may be said with reference to my order of November 23, 1853, requiring the postmasters, before delivering any mail to the proprietors of the Acapulco line, should it be applied for, first to "report to the department for further instructions." And so, also, in regard to my letter of November 3, 1853, to the contractors on the New Orleans and Vera Cruz route. There was nothing in any of these acts which the department had not the perfect right to do, and my reasons for them are stated in my letter of January 31, 1855, to the House of Representatives. The department was under no obligation to aid the proprietors in any efforts they might find necessary to secure the ratification of their contract by Congress. This was a matter entirely of their

own, and all the department had to do was to see that the contract was fulfilled, *should Congress declare it to be a contract.*

The memorial of Messrs. Ramsey & Carmick accompanying your letter, is herewith returned.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL.

Hon. CHARLES DURKEE,

*Committee on Post Office and Post Roads,  
United States Senate.*

WASHINGTON CITY, *August 27, 1856.*

SIR: I call your attention to the 6th section of the act of Congress (approved the 18th instant) "making appropriations for the service of the Post Office Department during the fiscal year ending June 30, 1857." It is in the words, letters, and figures following:

"SEC. 6. *And be it further enacted*, That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to carry the mail on Vera Cruz, Acapulco, and San Francisco route, dated the fifteenth February, eighteen hundred and fifty-three, to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick and Ramsey out of any money in the Treasury not otherwise appropriated."

You will at once perceive that the jurisdiction herein conferred by Congress upon yourself is at once original and exclusive.

Your judgment in the premises must conclude the government and the demandants, the legislature having "required" the Secretary of the Treasury to pay out of any unappropriated money the "amount" you "find due" according to the just and liberal principles indicated.

On pages 26 and 27 of the Postmaster General's report of December 1, 1853, (the large document herewith enclosed,) you will find the matter pertaining to the pending inquiry. I send you also two memorials to Congress on which this legislation was founded—one of them extended and the other abridged—presenting the same material in varied forms. I also send you House Executive Document, No. 47, which speaks for itself. I transmit also the report of the Senate Committee on the Post Office and Post Roads, which accompanied and elucidated this 6th section of the act referred to.

This entire report of the committee is so entirely pertinent to its subject matter that it may be deemed invidious if I call your attention to any particular portions of it. Nevertheless, it will not escape your penetration that pages 2 and 7 of the committee's report present two very precise and significant suggestions—"thus [see page 2] it was their [the contractors] admitted privilege to begin the service at once on the

condition stated, while it was their obligation to perform it when Congress should affirm such obligation."

And on page 7, at the conclusion, "the total breach of faith by the administrative department itself, unprovoked by any apparent public necessity, and to the frustration, as the committee think, of a valuable public policy, worked the damage to these parties, while they were doing all that was incumbent on them to do, and precluded that consideration of Congress for which *they had contracted*, and to which they were entitled."

You will note the fact, *in limine*, that the law itself, committing this subject to your exclusive arbitrament, avouches the engagement of these parties with the Post Office Department as a "*contract*." It avouches also, and establishes the further fact, that the contract was "*abrogated*" by the Postmaster General.

These premises, thus established by the law itself, your inquiry is confined to a very distinct and well defined range of consideration. It thus becomes a matter for adjustment *on principle*.

So severe and protracted have been the sufferings of the injured party under oppression that I know you will give this subject your earliest possible attention. The national legislature in this proceeding evince their unreserved confidence in yourself, personal and official, With equal confidence does the injured party look to your decision. involving an entire earthly destiny. Their reliance on your justice and intrepid moral sense will content them with your decision, whatever that may be.

The Postmaster General having been so ably and industriously represented on the floor of the Senate, in assailing the demands of the claimant, and in deprecating the very enactment now committed to your execution, may feel himself acquitted of the obligation of further interference. If, however, that functionary should still prosecute his opposition, I shall hold myself in readiness to meet him before you in every requisite and becoming manner.

Early to-morrow morning I leave this city for the sea-shore. I shall be absent ten days or a fortnight. On my return, I shall call on you to learn what other and further material, if any, you may desire in your consideration of this subject.

With the greatest respect and regard, your obedient servant,  
JOSEPH L. WILLIAMS,  
*Attorney for Demandants.*

Hon. E. WHITTLESZY,  
*First Comptroller of the Treasury.*

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WASHINGTON CITY, *September 25, 1856.*

DEAR SIR: Remembering your declaration to-day that you proposed writing to Messrs. Carmick & Ramsey next week, it occurs to me as proper that I give you their address. At present your communication will most directly reach them, if directed to them, *to the care of Joseph W. Forsythe, Philadelphia.*



Mr. Forsythe is a permanent citizen of Philadelphia, the brother-in-law of Mr Carmick. Messrs. Carmick & Ramsey are now both sojourning in the vicinity of Philadelphia.

Very truly yours,

JOSEPH L. WILLIAMS.

Hon. E. WHITTLESEY,  
*Comptroller, &c.*

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TREASURY DEPARTMENT,  
*Comptroller's Office, September 27, 1856.*

GENTLEMEN: The 6th section of an act making appropriations for the service of the Post Office Department, during the fiscal year ending 30th June, 1857, is as follows:

"That the First Comptroller of the Treasury, be, and he is hereby required to adjust the damages due to Edward H Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to convey the mail on Vera Cruz, Acapulco and San Francisco route, dated the fifteenth February, eighteen hundred and fifty-three; to adjudge and award to them according to the principles of law, equity, and justice the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick and Ramsey out of any money in the Treasury not otherwise appropriated."

Before entering upon the investigation of the case, and as the basis of such investigation, it is necessary that you present your claim, stating the items of damages with the proof on which you rely for having them awarded to you and such argument as you think proper to present. Joseph L. Williams, esq., as your attorney, on the 29th of August filed with me the following documents.

1. Report of the Postmaster General, dated December 1, 1853.
2. Printed memorial Messrs. Ramsey & Carmick to the 34th Congress.
3. Executive document, No. 47, 2d session 33d Congress, containing the copy of a letter from the Postmaster General of January 31, 1855, in answer to a resolution of the House of the 2d of same month; and also containing letters of the claimants and of others in relation thereto.
4. Statement to Congress by Edward H. Carmick.
5. Report of Mr. Durkee, of the Post Office Committee of the Senate, August 10, 1856, 1st session of the 34th Congress.

Most sincerely yours,

ELISHA WHITTLESEY.

ALBERT C. RAMSEY AND EDWARD H. CARMICK, Esqrs.,  
*Care of Joseph W. Forsythe, Philadelphia.*

PHILADELPHIA, *September 29, 1856.*

DEAR SIR: We have the honor to acknowledge the receipt of your letter of the 27th instant, calling our attention to the amendment to the Post Office appropriation bill, passed at the last session of Congress, for our relief, the same requiring the First Comptroller of the Treasury to adjust and award damages to us "according to the principles of law, equity, and justice, on account of the abrogation by the Postmaster General of our contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route."

Your statement informing us as to the manner we should present our claim, "as the basis of your investigation," will be attended to without delay, and our claim will be placed before you as soon as possible.

Please accept our thanks for this early consideration of our business.

With great respect, we have the honor to be, &c., yours,

CARMICK & RAMSEY.

Per EDWARD H. CARMICK.

Hon. ELISHA WHITTLESEY,  
*First Comptroller of the Treasury.*

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TREASURY DEPARTMENT,  
*Comptroller's Office, March 10, 1857.*

SIR: Last night I commenced to examine the papers in the case of Ramsey & Carmick, with reference to writing a decision, and I will finish the investigation as soon as the business of the office shall permit. I cannot prosecute the subject in the daytime, and it is not unlikely that unexpected calls may be made upon me by the head of this or some other department.

I think it is likely that testimony will be required, and a portion of it in New York; but I will keep you advised, or your attorney, Mr. Williams, of any measures to be adopted.

Most sincerely,

ELISHA WHITTLESEY.

Colonel ALBERT C. RAMSEY,  
*New York.*

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NEW YORK, *March 12, 1857.*

DEAR SIR: Your letter of the 10th instant, in relation to the claim of Ramsey & Carmick, has been duly received. I am much gratified to learn that it is your intention to take up this subject at your earliest convenience, in order to make a decision on the same, and I shall always be ready to furnish any data that may be desired by you in the matter.

Very respectfully, yours,

ALBERT C. RAMSEY.

Hon. ELISHA WHITTLESEY,  
*First Comptroller of the Treasury, Washington.*

TREASURY DEPARTMENT,  
Comptroller's Office, March 11, 1857.

SIR: S. Wilmer Marsh, in the account of expenses and responsibilities, verified by his affidavit on the 27th of November last, states the payments to have been - - - - \$55,900 05

In the investigation of the case under the 6th section of the Act of August 18, 1856, the books containing the payments may be necessary, and the original receipts. He states the indebtedness to be - - - 39,177 49

The names of the persons are designated to whom you are indebted, and their depositions may be required. He states, also, that expenses were incurred in Mexico, for procuring grants in Mexico, which the contractors assumed, amounting to - - - - 18,000 00

\$113,117 54

Be pleased to exhibit whatever proof you have in regard to this last mentioned item. I will thank you to inform me what is the distance from Vera Cruz to Acapulco, on the route you laid out and travelled, or on the route you travelled, if you did not lay any part of it out.

If you had written contracts with others to transport the mail from Acapulco to San Francisco they should be produced. If you have any proof, not contained in printed papers, to show an arrangement made with the Mexican government to pass through the Mexican territory, I will thank you for it.

It may be well for you to come to Washington for a short time; or if you find it will be inconvenient, or should think explanations may be given by writing, I wish you to act in the matter as you shall think best.

Most sincerely yours,

ELISHA WHITTLESEY.

Colonel ALBERT C. RAMSEY, *New York.*

March 12, 1857.—Perhaps it may be well not to come for a few days. I wish you to write and answer my inquiries immediately.

TREASURY DEPARTMENT,  
Comptroller's Office, March 14, 1857.

DEAR SIR: In regard to the claim of Ramsey & Carmick, G. Wilmer Marsh stated an account under three different heads:

1. Payments	-	-	-	-	-	-	\$55,940 05
2. Indebtedness	-	-	-	-	-	-	39,177 49
3. Suspended account	-	-	-	-	-	-	18,000 00

\$113,117 54

In his affidavit he says, he believes the account is just and true.

1st. The payments were probably entered in a book or books; and if so, a copy should be taken and verified by oath. The receipts of payment should be produced also, or their absence accounted for.

2d. Indebtedness. The account sets forth the several items of indebtedness. So far as notes were given, they should be produced. Where the indebtedness is on account, it should be substantiated by the deposition of the creditor.

3d. Suspended account. It is stated in the account as being for "expenses prior to mail contract for procuring grants in Mexico, which have been assumed by the contractors." The items and details of said expenses should be given, and proof obtained, to substantiate them.

If you will designate a time and place for taking proof, I will inform the Postmaster General thereof, and permit him to have an opportunity to file interrogatories.

You will see the necessity of showing, in every instance, that the expense was for the transportation of a mail from Vera Cruz to Acaapulco, and to San Francisco.

Most respectfully,

ELISHA WHITTLESEY.

ALBERT C. RAMSEY, Esq., *New York.*

NEW YORK, *March 16, 1857.*

Your communication of the 14th instant has been duly received, and shall have immediate attention.

I remain, very respectfully, yours,

ALBERT C. RAMSEY.

Hon. E. WHITTLESEY,

*Comptroller of the Treasury, Washington,*

WASHINGTON CITY, *March 18, 1857.*

DEAR SIR: I have heard from A. C. Ramsey and E. H. Carmick, advising of your letter of the 14th instant. At the first moment possible they will enable me to report to you all the matters you propound.

I am advised, for information to you, that the contract with the Mexican government for the free transit of the United States mails across Mexico will be exhibited. It was in the hands of the president of the company, who was, on that day, out of the city of New York.

I am advised that this transit charter was before the State Department, and before President Fillmore and his cabinet, and studiously before Postmaster General Hubbard, as the first essential groundwork of the contract with Carmick & Ramsey. Taking all together,

the act of Congress authorizing such proceeding, the contract itself, and the advertisement for the route, this transit charter is a presumption of indispensable necessity.

The contract made with the Pacific Mail Steamship Company, for the transportation of the mails between Acapulco and San Francisco, will also be produced as soon as it can be obtained from the president.

The expenses incurred in Mexico for procuring grants, amounting to \$18,000, will be shown by the depositions of the persons who furnished the funds.

These gentlemen have also sent me, for you, a printed itinerary, the distances in miles from place to place between Vera Cruz and Acapulco. I have anticipated them by furnishing you already with two printed copies of this itinerary and map.

They sought all practicable accuracy, from actual chain measurements made under their careful direction, for many and obvious reasons. It was essential to them, even in placing their posts properly, where they changed horses.

The contractors did not lay out any route, but, advantageously adopted one of several, existing for centuries—a fine, firm foundation, partly, somewhat, the debris of volcanic matter.

Many explorations and measurements had to be made, at considerable expense, to ascertain the most practicable and the best route. Some outlay, less considerable was incurred at the rivers, to insure perfect safety for the mails.

Constantly, and in faithful regard, yours,

JOSEPH L. WILLIAMS.

Hon. E. WHITTLESEY,  
*First Comptroller, &c.*

WASHINGTON CITY, *Saturday night.*

DEAR SIR: After I last saw you, I went to work in a regular business-like way, to expel the interferences attempted upon the business committed to the exclusive adjustment of the First Comptroller. I made an engagement to meet the Attorney General *at his own house*, where he was to send the Post Office Department papers; and engaged also, to prepare for his consideration, a paper thoroughly arguing all the departmental jurisdictions, and especially the jurisdiction of the Comptroller in the Vera Cruz and Acapulco case. Having the best authority for believing Judge Black to be a thorough jurist, I sloughed off all irrelevant matter, particularly the irrelevancies propounded from the Post Office Department in the name of Governor Brown, and reduced every branch of the subject, with the following propositions:

“Exclusive responsibility cannot tolerate fragmentary authority.”

“Where the law requires a duty to be performed, there also, must reside the power appurtenant.”

“Law is mandatory in its essence; does no vain thing; and may not be trifled with by intervention, curious or obtrusive.”

“Even the First Comptroller may not himself abate, or divide with another, a function exclusively committed to him.”

"Even the First Comptroller himself, could not, (were he so disposed,) by conventional arrangement with the Postmaster General, impart any portion of his own function to that official."

"Without function in the premises, the Postmaster General cannot devolve on the Attorney General the obligation to respond to a 'question of law.'"

"Under such circumstances, a responsive and accordant 'opinion' from the Attorney General would, at best, be only *obiter dictum*, and not authoritative."

"That the jurisdiction of the Attorney General would occur only where the precise minister of the law should announce *his own doubt* on the law and the duty it imposes."

Judge Black assured me he would very quickly dispose of the paper from the Postmaster General, and thus restore the subject to its own prescribed channel, that it might be "adjusted" without further interference or delay. He said he would quickly communicate with me.

The moment he breaks this interference I will report to you, to the end that I may go at once to New York with Mr. Andrews to see that the depositions are strictly taken conformably to your requirements for legal testimony.

Meanwhile you, yourself, already with material views on the general principles of the case, and with knowledge already of the general features of what we claim, can have a general digest of your own views and conclusions, subject to such variance or modification as the vicissitudes of the testimony, when finally authenticated, may render proper in your own judgment.

Very truly and sincerely, yours,

J. L. WILLIAMS.

P. S.—Two mornings and two nights will be ample for us in New York to assort, and revise thoroughly the testimony, as the several witnesses are men of high character, great intelligence, and all have business places close together.

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TREASURY DEPARTMENT,  
*Comptroller's Office, April —, 1857.*

*In the matter of the claim of Edward H. Carmick and Albert C. Ramsey.*

The 6th section of an act approved on the 18th of August, 1856, entitled "An act making appropriations for the service of the Post Office Department during the fiscal year ending the thirtieth of June, eighteen hundred and fifty-seven," is as follows: "That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to carry the mail on Vera Cruz, Acapulco, and San Francisco route, dated the fifteenth February, eighteen hundred and fifty-three; to adjudge and award to

them, according to the principles of law, equity, and justice, the amount so found due ; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick & Ramsey out of any money in the Treasury not otherwise appropriated."—(Session Laws, 1st session 34th Congress, page 95.

A correspondence was carried on between this office and the said Carmick & Ramsey, and others interested in the settlement, and their attorneys. A general statement of their claim was filed, a copy of which is designated A.

Having required a specific account of the damages, it was filed some time thereafter, a copy of which is designated B.

On the publication of the President's message, at the 3d session of the 34th Congress, and the documents that accompanied it, it was found that the Postmaster General had presented this case to Congress apparently for its revision. He went into an argument somewhat elaborate, the purport of which appeared to be that the subject was not understood by Congress when the law was passed requiring the Comptroller to adjust the damages Carmick & Ramsey had suffered by the abrogation of the contract, as was erroneously asserted in the act, as the Postmaster General substantially alleged ; and to enable Congress to be enlightened in the matter the better to repeal or qualify its former legislation, his report and argument were accompanied by such documents as he deemed to be necessary.

The memorial of the claimants, the report of the committee, &c., were omitted.

As the Postmaster General had thus brought the subject before Congress again, as in the nature of an appeal from its former decision, I thought it to be proper to suspend action, so far as this office was concerned, until the matter should be disposed of by Congress, or an adjournment should take place, without rescinding its former proceedings in the premises.

Congress having adjourned, by its limitation, on the 3d of March, without any action on Postmaster General Campbell's appeal, and the claimants being anxious for a decision in the case, the correspondence was renewed, and arrangements were being executed, for taking the testimony. A witness came from New York with some books and papers containing entries of expenditures ; but inasmuch as witnesses were in New York whose testimony was important, it was deemed best to have all the witnesses in that city give their depositions there. In several other cases referred to, the decision of the Comptroller by Congress to adjust and settle the damages that mail contractors had sustained, by reason of the abrogation of their contracts by the Postmaster General, the Post Office Department had been represented by its agents, or persons designated for that purpose, or interrogatories and cross-interrogatories were filed. In some instances the Solicitor of the Treasury was authorized by the Postmaster General, or by the President, to act on the behalf of the department. Not doubting the same authority had been or would be given in this case, I had several communications with him about taking testimony, that the convenience of the department and of the claimants might be consulted.

On or about the 28th day of March, Horatio King, esq., First

Assistant Postmaster General, called at the office of the First Comptroller of the Treasury, and inquired of me respecting the examination of the claim of Messrs. Carmick & Ramsey, and in the course of the conversation he asked what were my views of the law; whether there was a contract, and whether, if there was, it was abrogated by the Postmaster General. I replied that Congress had decided both points in the affirmative, and that it was not for me to say the decision was wrong; that I had under the law to adjust the damages, and to adjudge and award them on the principles presented in the law.

He contended to the contrary, and spoke of the hasty and irregular proceedings of Congress towards the close of the session, and said the subject was not understood. To which I replied that I thought the law was explicit, and that if its plain import could be changed for the reasons mentioned by him, they equally operated against all laws that were passed at the close of the session, which included most of the important laws; but that in this case I did not think his representation was correct, for the law was in harmony with the report of the committee, in regard to the two points mentioned.

As to my remark on the contents of the report, he said that was nothing; that it was not drawn by the committee, nor understood. Some further remarks were made, and he asked me if I would not have the opinion of the Attorney General taken. To that inquiry I replied in the negative.

This is the substance of the conversation between us. The Attorney General, on the 30th of March, wrote a letter, which was received on the 1st of April, advising me that Messrs. Carmick & Ramsey's claim for carrying the mail from Vera Cruz to Acapulco had been referred to him by the Postmaster General, and he requested that action be suspended until he had time to examine it. He was so good as to say, if I desired it he would hear my views with pleasure. I called before and after several times without being able to see him; but if an interview had been obtained, I should not have presented any views in the matter of the proceedings in this case.

On the 3d of April, Mr. King wrote to me that the case of Carmick & Ramsey having been submitted to the Attorney General, the Postmaster General wished the preparation of the case to be suspended until the opinion of the Attorney General was obtained. Although I considered the measure to be without a precedent, and a dangerous usurpation, I deemed it to be best, as the President had accepted my resignation, to take effect on the first of May, not to proceed to take the testimony as had previously been contemplated. It is my belief that this is the first case since the existence of this government, where the head of a department has interfered to arrest the execution of a law by a person specially appointed by Congress to carry it into effect. If the interference in this instance is legal, the head of a department may correct the proceedings of a commissioner, or a board of commissioners, appointed under treaty stipulations, or for any other purpose whatever, or he may in like manner interfere with the Court of Claims or any other Court of the United States. The President of the United States has no legal right or authority to interfere with a person specially delegated by Congress to do an act, nor with an accounting



officer in the discharge of his duty, neither by virtue of his office nor by the provisions of the Constitution of the United States, that requires the President to take care that the laws be faithfully executed. Congress has in some few special cases designated the President of the United States to supervise the settlement of certain claims, and in such instances he had authority to control the action of the accounting officers.

Thus, by an act approved on February 21, 1823, vol. 6, page 280, to provide for the settlement of the accounts of Daniel D. Tompkins, the accounting officers of the treasury were authorized to adjust and settle the accounts and claims of Daniel D. Tompkins on the principle of equity and justice, subject to the revision and final decision of the President of the United States. It certainly will not be asserted by gentlemen at the heads of the departments, who are assuming power that destroys the checks wisely provided in the act of September 2, 1789, and re-enacted in the act of March 3, 1817, (when the number of the accounting officers were increased by four additional auditors and a second comptroller,) that they have more power than the President; and yet Congress thought proper, in the case of Daniel D. Tompkins, to give the power to the President to revise the settlement of the accounting officers, because he did not, by virtue of his office, possess it. It will not be contended, I presume, that this interference is not within the principles that have heretofore governed the heads of the departments, because it was interposed to prevent and to arrest action, and not to affect an award that was made. By an act approved March 1, 1823, vol. —, page —, provision was made for the settlement of accounts remaining charged on the books of the Third Auditor, with public moneys advanced before July 1, 1815, and the proper accounting officers were authorized to admit credits on such evidence as would be received in courts of justice; and if a difference of opinion existed between the accounting officers, the subject was to be referred to the Secretary of War to control the action of the Second Comptroller, who revises the finding of the Third Auditor; by virtue of the act of 3d March, 1817, there was no occasion for conferring that power again.

An act was approved on the 3d of March, 1819, directing the proper accounting officers of the Treasury Department to settle and adjust the account of Joseph Wheaton, while acting in the quartermaster's department during the late war, upon principles of equity and justice.—(Vol. 6, page 232.)

Major Wheaton being dissatisfied with the decision of the accounting officers, appealed to the President, who referred the case to Attorney General Wirt. After examining the case he said to the President, "first, it appears to me you have no power to interfere." He reviewed and commented upon the provision of the Constitution that requires the President in general terms to take care that the laws be faithfully executed. He examined the acts relating to the arrangement of business in the Treasury Department; and showed conclusively, as he thought, and most learned and wise men in the land have since thought, that neither the President nor other officer has any right to interfere with the accounting officers in any case, other than

in such special cases where the power is given by an act of Congress. He refers to various statistics and puts several cases in illustration, and says: "Thus in every instance the decision of the Comptroller is declared to be final, and it is manifest that the law contemplates no further examination by any officer after such decision. Were it the intention of Congress to subject these accounts to the further revision and decision of the President, that intention would have been expressed. The truth of this position is illustrated by the act of the last session to provide for the settlement of the accounts of Daniel D. Tompkins, late Governor of the State of New York." Again, he says: "My opinion is that the settlement made of the accounts of individuals by the accounting officers appointed by law is final and conclusive, so far as the executive department of the government is concerned."—(Farnham's edition of the opinion of Attorneys General, vol. 1, page 624.)

An account being before the Comptroller for settlement, in favor of Joshua Wingate, and the Comptroller having disallowed a credit, the claimant presented a petition to the President and prayed him to direct the Comptroller to allow said credit. This matter was also referred to Mr. Attorney General Wirt, and he having examined the case, he says in conclusion: "My opinion is that the President has no right to interfere in the settlement of accounts, for the reasons detailed at large in my opinion in the case of Major Wheaton, on the 20th of October last."—(Same edition, page 636.)

Egbert Anderson was a contractor for supplies during the war of 1812, and in the settlement of his accounts certain items were rejected, and Mr. Anderson applied to the President for his interposition.

The case was referred to Mr. Attorney General Wirt accompanied by a letter. Mr. Wirt having stated the contents of the letter, says: "And you request that I will communicate to the accounting officers of the government the opinion which I may form on full consideration of the whole subject." Having referred to his opinion in the case of Major Joseph Wheaton, and re-affirmed its correctness, he remarks: "The settlement of Mr. Anderson's accounts belongs *exclusively* to the accounting officers of the government, before whom he will be at liberty to show and use your letter. The effect of that letter is to be settled by those accounting officers. If they have any doubts on questions of law arising in the course of the settlement, they will state those doubts to the head of the department, who, if he pleases, may call for the opinion of the Attorney General. But the interference of the President in any form would, in my opinion, be illegal."

Having made some additional remarks, he said, "These are the reasons which induce me to think that neither you nor the Attorney General are called upon to say or to do anything upon this subject; that you have no manner of official connexion with the settlement of these accounts; and that, so far from being called upon by your duty to interpose any directions to the accounting officers, it would be an unauthorized assumption of authority for you to interfere in the case in any manner whatever."—(Same edition, page 678.)

The same principles were laid down in regard to the accounting

officers and the President by Mr. Attorney General Taney, in the case of General (James, as I suppose,) Taylor, (Farnham's edition, page 507,) and in the case of Mr. Hogan, (page 544.) In the case of Peebles, settled by the Third Auditor and Second Comptroller, President Jackson decided that "the decision of the Second Comptroller is final, over whose decisions the President has no power, except by removal." This decision is endorsed upon the papers in the handwriting of the President.

On the 3d of March, 1841, an act was passed directing the proper accounting officers of the Treasury Department to adjust and to settle the accounts of Clements, Bryan & Co. with the United States, upon certain principles specified. The counsel of the claimants were not satisfied with the decision of the Second Comptroller, and they asked President Tyler to instruct the accounting officers in the matter. He referred the subject to John C. Spencer, then Secretary of War. He was among the most learned of the profession of the law, and eminently qualified by his knowledge of the Constitution, the theory of the Treasury Department organization, and the practice under it from the commencement of the government, to investigate the subject, and the result was contained in a letter dated October 18, 1841, which I insert here, with the approval of President Tyler of the views of Mr. Spencer. Presidents Fillmore and Pierce entertained the same opinions.

*"DEPARTMENT OF WAR, October 18, 1841.*

"SIR: The Secretary of War has considered the memorial of Richard S. Coxe, Mathew St. Clair Clark, and Corcoran & Riggs, addressed to the President, on the subject of the claims of Clements, Bryan & Co., and which Mr. Coxe has laid before the undersigned, as he states, at the request of the President. It seems that a law was passed on the 3d of March, 1841, directing 'the proper accounting officers of the Treasury Department to adjust and to settle the accounts of Clements, Bryan & Co. with the United States,' upon certain principles specified. In the settlement of these claims a difference of opinion has arisen between the Second Comptroller and the Second Auditor, which, according to law, must be determined according to the decision of the Comptroller. The claimants have appeared before him and submitted a written argument upon part of their case, and there is among the papers an elaborate opinion of the Second Comptroller, addressed to the Second Auditor, stating the grounds of his decision. The counsel for the claimants are desirous that the opinion of the Attorney General should be taken on the construction of the statute directing the payment, and of the contracts to which it relates, as well as upon certain questions of evidence. The Comptroller having no authority to require such opinion, the memorialists, it is understood, solicit the interposition of the President for that purpose, and Mr. Coxe also solicits the undersigned to exercise the authority given to him by law of requiring the opinion of the Attorney General.

"The law having given to the accounting officers of the Treasury the sole power of adjudicating upon this claim, and there being no general statute authorizing an appeal to the President or the Secretary

of War, the undersigned cannot perceive any authority for either of those officers to interfere in the matter. The accounting officers of the treasury constitute a judicial tribunal empowered to adjust and to settle this claim, and to determine the controversy between the claimants and the United States; and there is no principle that would justify the interference of any other executive officer with this case, which would not be equally applicable to any litigation in the Supreme Court of the United States.

"The undersigned concurs entirely in the views and results expressed in an opinion of William Wirt, a former Attorney General, communicated to the President of the United States on the 20th of October, 1823, which is recorded in this department, and of which a copy is herewith transmitted.

"The undersigned is a firm believer in the principle which requires that, while all powers clearly granted should be faithfully executed, those which are withheld, or are doubtful, should not be assumed. The landmarks which the Constitution and laws have placed to bound and designate the distribution of powers to the several departments and officers of the government constitute, in his judgment, the most valuable and most sacred part of our institutions, and he dreads the curse denounced upon those who remove them.

"The Comptroller has not intimated to the undersigned any wish to have the opinion of the Attorney General. Upon recurring to the records of this department instances are found in which the opinion of that officer has been required by the Secretary of War, at the request of the accounting officers who were charged with the decision of questions connected with the business of this department. The present appears to be such a case, in which it would be proper for the Comptroller to request the Secretary to procure the opinion of the Attorney General, and on such a request being made the undersigned would feel bound, by the precedents before mentioned, to comply with it, in order to afford to an officer of the government all the aid he might require in the discharge of a difficult duty. But until such request be made the undersigned would conceive it officious in him to proffer aid that was not desired.

"The undersigned supposes the same principles applicable to the solicited interposition of the President.

"Respectfully submitted.

"JOHN C. SPENCER,  
"Secretary of War.

"The PRESIDENT."

In regard to which President Tyler remarked: "Richard Coxe, Mathew St. Clair Clark, and Corcoran and Riggs, who are the agents of Clements, Bryan & Co., having applied to the President for an order directing a reference of the questions raised by them before the Comptroller, to the consideration of the Attorney General, the President takes occasion to state that, with a view to the enlightenment of his own judgment, he referred the application to the Hon. J. C. Spencer, Secretary of War, for his opinion, in writing, upon the point, how far the Secretary or the President have a right to interfere,

in the absence of any request made to that effect by the Comptroller, the act of the 3d March, 1841 having directed 'the proper accounting officer of the Treasury to settle and adjust the accounts of Clements, Bryan & Co. with the United States, on certain principles specified.' The Secretary has accordingly furnished his views upon the question, in which the President fully concurs.

"The government under which we live was designed to be, emphatically, a government of laws. The law creates, dictates, and controls. No arbitrary power can be exercised by any ; but all, from the highest to the lowest, are but its creatures and bound by its will,

"It belongs to the legislature not only to announce that will, but to direct the mode in which and the agents by whom it shall be carried into effect. If the agents thus selected shall fall into error, the legislature can alone correct such error.

"The President has no authority to review such decision with a view to reverse or modify it, but only so far as to possess himself of the knowledge of the *honesty* and *capacity* of the agents employed. If *incapable* or *dishonest*, the Constitution devolves upon him the duty of appointing others in their stead ; but he cannot overrule their decision, and ought not to interfere in their deliberations.

"The Comptroller, in the present case, asks no aid, either from the Secretary or the President, to enable him to arrive at his conclusions. He is satisfied with those conclusions. Not having asked the aid of the law officer of the government, neither the President nor the Secretary having anything to do with the settlement which the accounting officers of the Treasury are alone directed by law to make, it would be worse than useless to evoke the opinion of that officer. The Comptroller would not even be compelled to read it, and the interference of either the President or Secretary could only be calculated to pervert his judgment or distract his deliberation.

"The principles herein set forth are intended by the President to govern in all future cases, and the Secretary of War is requested to furnish to each of the heads of departments a copy of this paper for their instruction.

"JOHN TYLER.

"WASHINGTON, D. C., *October 19, 1841.*"

The same question, in the same case, was brought to the consideration of President Polk, and in regard to it he said : "I have considered the application in the case to open the accounts of Bryant, Clements, & Co., and decline to interfere, upon the ground that Congress has expressly given the authority to settle the claims to the accounting officers of the Treasury Department, and that I have no right to control those officers in the performance of their duty."

"J. K. POLK.

"AUGUST 9, 1845."

This whole subject, and the opinions of the Attorney Generals, is ably reviewed and commented upon by the Hon. Hiland Hall, in a paper bearing date the 10th day of February, 1851, then Second Comptroller of the Treasury. He was many years a distinguished member

of Congress, and well acquainted with the organization of the Treasury Department.

I adopt his views as correct, and append said paper hereto as a part hereof.

These opinions and decisions were in cases before the accounting officers appointed in conformity to general laws, and in rank they are subordinate to the respective Secretaries in whose departments they hold offices ; and even in *such* position, they are as independent of the proper Secretary, in the legal sphere of their offices as accountants of public accounts, (unless restricted by special act of Congress,) as the Secretary is independent of them. It is this well devised and wise system of checks that has preserved the departments and the accounting bureaus from the suspicion of dishonesty, fraud, or corruption.

If the President nor the heads of the departments have any right or authority to control the action or judgment of the officers who are dependent upon their pleasure and good will for their appointments and continuance in office, there cannot be any well founded apology or excuse for interfering with "a special judicial authority," as determined by Mr. Legare, appointed by Congress to perform a distinct act under its sole power and authority, enlarged or restricted, as Congress, in its wisdom, has or shall grant. Congress constitutes a committee to make a specific investigation, has the head of a department, whose acts have made the investigation necessary, any right to call upon the Attorney General for his opinion on any point of law involved?

If he has that right in the present case he has the same right in the case put.

I proceed to investigate the decisions in regard to such as have exercised special judicial authority by the directions of Congress.

An act approved on the 18th of January, 1837, chapter 5, volume 5, page 142, is "An act to provide for the payment of horses and other property lost or destroyed in the military service of the United States," and having specified the cases for adjudication in the 1st, 2d, and 3d sections, the 4th and 5th sections are as follows :

"Section 4. *And be it further enacted*, That the claims provided for under this act shall be adjusted by the Third Auditor, under such rules as shall be prescribed by the Secretary of War, under the direction or with the assent of the President of the United States, as well in regard to the receipt of applications of claimants as the species and degree of evidence, the manner in which such evidence shall be taken and authenticated, which rules shall be such as, in the opinion of the President, shall be best calculated to obtain the object of this act, paying a due regard as well to the claims of individual justice as to the interests of the United States ; which rules and regulations shall be published for four weeks in such newspapers in which the laws of the United States are published as the Secretary of War shall direct.

"Section 5. *And be it further enacted*, That in all adjudications of said Auditor upon the claims above mentioned, whether such judgment be in favor of or adverse to the claim, shall be entered in a book provided by him for that purpose and under his direction ; and when such judgment shall be in favor of such claim, the claimant, or his legal representatives, shall be entitled to the amount thereof upon the pro-

duction of a copy thereof, certified by said Auditor, at the treasury of the United States."

The Third Auditor having adjusted certain claims, as provided for in said act, and his award not meeting the views entertained by the claimants or representatives, or attorneys, an application was made to the Secretary of War to have the adjustment made by the Third Auditor revised by the Second Comptroller, as in the ordinary cases of settling public accounts. Under the act of March 3, 1817, and to ascertain the opinion of the Attorney General whether the Second Comptroller had jurisdiction in the matter, Mr. Spencer, then Secretary of War, on the 5th of April, 1842, referred the subject to the Hon. H. S. Legare, then Attorney General.

His opinion is in the fourth volume of Farnham's edition, at page 16, and is as follows:

"OFFICE OF THE ATTORNEY GENERAL,

"April 6, 1842.

"SIR: I have had the honor to receive your letter of the 5th instant, enclosing one from the Hon. Mr. Turney, and a report of the Third Auditor to the Department of War, of May 6, 1841. You state the object of your inquiry is as follows: 'the object of this reference is to obtain your official opinion as to the jurisdiction of the Second Comptroller over the accounts and claims for horses and other property destroyed in the military service, under the act of January 31, 1837.' I think the true interpretation of the act of January 31, 1837, as to the jurisdiction of the Comptroller in the premises, is that put upon it, as it should seem, by the officer just mentioned. It appears to me that Congress have vested in the Third Auditor a special judicial authority *quoad hoc* and that his judgment is to be final.

"I have the honor to be, sir, your obedient servant,

"H. S. LEGARE.

"Hon. JOHN C. SPENCER,

"Secretary of War."

John S. Gallaher, Third Auditor, having decided not to allow certain claims to Theodore Lewis, under said act of January 18, 1837, the papers were called for by the Hon. C. M. Conrad, Secretary at War, and on consideration of the facts, he allowed to the claimant, on July 26, 1852, the sum of two hundred dollars, and on the 30th of the same month he sent for the papers again, and with other remarks endorsed thereon, as follows: "It appears to me very evident that the settlement of all claims under this act is vested exclusively in the Auditor, and that the Secretary of War has no authority whatever in relation to them. The above opinion, therefore, should be considered as not having been given.

"C. M. CONRAD,

"Secretary of War."

Files in the Third Auditor's office.

Mr. Conrad refers to the act of March 3, 1849, as having a bearing on the question. It will be seen, however, on examining the provisions of that act, it only gives instruction enlarging the powers of the Auditor in some particulars, and restricting them in others, and continuing former acts in force for two years. The decision of the Auditor was based on the special powers conferred by the act of March 3, 1837, continued for two years by the act of March 3, 1849.

The Third Auditor possessing the sole power to adjust and settle this class of cases under the special authority of Congress, in order to give effect to his award, he reports it to the First Auditor, who takes it as the basis of an account, and reports thereon to the First Comptroller, who having concurred with the First Auditor, he passes the account to the Register, who certifies it to the Secretary of the Treasury. The proceedings are the same as on an act of Congress in which a certain definite sum of money is directed to be paid to a claimant by the Secretary of the Treasury.

The Third Auditor has made thousands of awards under the various acts authorizing compensation for property lost or destroyed.

The first act was approved April 9, 1816, vol. 3, page 261. A commissioner was created by, and appointed under, said act to carry its provisions into effect. His powers were unlimited in the amount he might award, and his finding was in the form of a judgment, and the amount, whatever it might be, was to be paid from the treasury without the revision of any other officer. The President was authorized to prescribe rules and regulations for his government. Richard Bland Lee was appointed commissioner. Mr. Madison, then President, thought that the commissioner gave too liberal construction to the act, and he communicated his views to that effect to Congress; and on the 3d of March, 1817, an act was approved amendatory of the act of April 9, 1816, and by the 5th section power was given to the Secretary of War to revise all awards of the commissioner, allowing two hundred dollars or more.—(Vol. 3. p. 397.)

All the cases to be examined by the commissioner were in some way connected with the military service of the country, and yet the Secretary of War had no more power before the act of March 3, 1817, was passed to interfere with the commissioner, than he had to interfere with President Madison or with Chief Justice Marshall. By an act approved on the 20th of April, 1818, all the claims before the commissioner, and not finally acted upon, were transferred to the office of the Third Auditor. He was clothed with the same powers that had been delegated to the commissioner, and no administration or member thereof has presumed to control his decisions, nor to interfere with him, nor to instruct him in the law, nor to ask the Attorney General to do it, with success. The power vested in the First Comptroller of the Treasury in the case of Carmick & Ramsey is as full and ample as has been delegated to any officer or person under the government. It was not by my own procurement or solicitation. The business in this office is so great, that the head of it should not be called to transact anything else. I have uniformly remonstrated against burdening the office with these special cases. I will not deny I have felt flattered by the confidence reposed in me by Congress, and



I have discharged the trusts with all the talent and industry I could command.

The cases I have thus been required to examine have arisen from the acts of the Postmasters General, and when in office I have been brought in collision with the head of that department, which has been exceedingly unpleasant, I have endeavored to do my duty to the United States and to the claimants, fearless of place or power, and I am gratified to believe my decisions have met the approbation of Congress.

In the case of William L. Blanchard I was required to assess the damages under the instructions of the Attorney General. Such legislation would have been wholly unnecessary, if the Attorney General has the power by virtue of his office, or if he could have been called upon by the Attorney General, whose acts were the subject of investigation, to give instructions. In the case of Glover and Mather the Comptroller was restricted to two hundred thousand dollars as the maximum of the award. Believing the testimony abundantly proved the contractors had sustained damages to that amount, I awarded it; and although it did not meet the approbation of the Postmaster General on the appearance of the decision, in the Senate a resolution was passed authorizing me to act without restriction.

In the present case, if my capacity or integrity had been doubted, a removal from office was within the competency of the President, and a measure of that kind, however wounding it might have been to my feelings, would have been better for the public than to arrest the execution of a law of Congress.

On the 17th I received a letter of that date from the Hon. Howell Cobb, Secretary of the Treasury, enclosing a copy of Mr. Attorney General Black's opinion, under date of the 7th, in regard to the law for the relief of Carmick & Ramsey, together with the copy of a letter from the Hon. Aaron V. Brown, Postmaster General, to Mr. Cobb, dated the 16th.

Copy of the letter from Mr. Cobb is designated C. Copy of the letter from Mr. Brown is designated D.

Mr. Cobb says: "I take it for granted that you will regard it as conclusive upon the questions considered and decided by the Attorney General."

Mr. Brown says: "I have informed the First Comptroller of the Treasury that, inasmuch as the case turns upon the simple question whether the contract was abrogated by the Postmaster General, which has been answered by the Attorney General in the negative, I have decided not to become a party to any investigation having for its object the adjustment of any damages in the matter."

If the opinion of the Attorney General was deemed by the Secretary of the Treasury to be conclusive on the Comptroller, he would deem it to be conclusive on him, and of course he would not issue his warrant to pay any award I might make in favor of the claimants.

A copy of the opinion of the Attorney General in this case, and a copy of his opinion in the case of Richard W. Thompson, are filed herewith.

If I rightly comprehend the Attorney General in the case of Richard

W. Thompson, he lays down the case to be, that a statute must be construed by its words, without resorting to any evidence, proof, or circumstances.

In the case of Carmick & Ramsey, if I do not wholly misunderstand his remarks, he examined testimony to show that the contract was not abrogated by Postmaster General Campbell; nay, he must have relied very much upon the declarations of Mr. Campbell. In the case of Mr. Thompson he places much reliance upon the fact that a session of Congress having intervened without repealing the law for his relief, on the ground of the omission of an important clause, as it was alleged, and from this circumstance he concluded that Congress considered the allegation unfounded in fact.

In the case of Carmick & Ramsey, he does not mention the appeal that Postmaster General Campbell made at the third session of the thirty-fourth Congress, from its previous decision to relieve them, and that Congress adjourned without amending the act or repealing it. If the conclusion is pertinently drawn in the case of Thompson, that the adjournment of Congress is evidence of its being satisfied with the law for his relief, I am unable to see why the same conclusion may not be drawn in the case of Carmick & Ramsey.

In the case of Daniel D. Tompkins, heretofore referred to, a question arose in the mind of the President (who was authorized in the act to revise the finding of the accounting officers) whether they could examine the report of the committee, the better to enable them to arrive at the true intent and meaning of the act. He referred the matter to Attorney General Wirt, who gave his opinion on the 7th day of March, 1823, in the affirmative, as follows: "1. That the accounting officers, in settling the accounts and claims of the Vice President, have a right to adopt the report of the committee, as establishing the principles which are to govern them in the examination and settlement thereof; for I consider the bill which accompanied the report as a part of that report, and the passage of the bill into a law as a virtual adoption of the report, of which it was a mere consequence."—(1 vol. Farnham's edition, page 597.)

The same doctrine was held by Mr. Attorney General Butler, in the case of Joseph Thomas, on the 23d of November, 1837.—(Vol. 3, same edition, 294.)

"SIR: In answer to the question proposed to me upon the memorial of Joseph Thomas to the President, referred to me by your letter of the 22d instant, I have the honor to state that, in my opinion, the reports of the committees of the Senate and House of Representatives upon the bill for his relief, which subsequently passed into a law, and which was approved on the 2d of July, 1836, should be taken as a guide in deciding any doubts which may arise in the construction of that law.

"The bill originated in the Senate, where it was accompanied by a full report from the Committee on the Judiciary of that body, who also made a full report; after which it passed the House without amendment.

"Under these circumstances, these two reports may well be regarded as a key to the intention of the legislature; and where they concur on

the propriety of any particular allowance, and the words of the law are not inconsistent with them, we may safely presume that such allowance was intended to be made."

In this case the words of the act are so clear, express, and direct, it would seem to me to be wholly unnecessary to resort to the report of the committee to ascertain what is the meaning of the act and the intention of Congress; but as doubts have been raised, I shall avail myself of the doctrine held by Mr. Wirt and Mr. Butler.

The act asserts (as I hold) three prominent facts, and I shall arrange them in the following order:

1. That a contract existed, of such a nature and character as to involve the interests of Messrs. Carmick & Ramsey.

2. That such contract was abrogated by the Postmaster General.

3. That by reason of such abrogation Carmick & Ramsey sustained damages.

Being fully sustained, as I think I am, by the above opinions and decisions, in resorting to the report of the Committee on Post Roads and Post Offices in the Senate, on which the section for relief was passed, I proceed to make extensive extracts from said report. The facts are so blended as to make it difficult to separate and arrange them under the distinct heads mentioned above, but I think it will appear that they are fully maintained in the views expressed by the committee, which are sanctioned by the passage of the section. Having copied a part of the contract, the committee, commencing at page 2d, said: "Not deeming it necessary to recite here the whole of said contract in terms, as exhibited in the Ex. Doc., 47, before referred to, the committee will state, in substance, that the security afforded by the contractors was commensurate to the magnitude and importance of their undertaking, exceeding, in actual responsibility, five millions of dollars. This massive security applied to the performance incident to such service, and was for the safety of the mails throughout the route.

"It will be perceived that this improved service was restricted to sixteen days' transit between New Orleans and San Francisco, on failure thereof the contractors to forfeit the pay of the trip. The consideration of \$424,000 per annum embraced a service to be performed by the contractors including the great commercial termini of the route. It included also the intermediate service of delivering and receiving regularly the mails at the minor points of San Diego and Monterey. It will not escape observation that this large service, placing the great marts of New Orleans and San Francisco within sixteen days of each other, and embracing San Diego and Monterey intermediately, must have been regarded by the Postmaster General, who secured it for the country, as a most interesting administrative achievement.

"Although the service was to begin, imperatively, when Congress should make the needful appropriation—the written obligation to take effect when that body should thus ratify—yet, as will be seen on page seven of the Ex. Doc., we find the Postmaster General giving his official orders to his postmasters at New Orleans, San Francisco, San Diego, and Monterey, to deliver the mails to the contractors 'on the Vera Cruz and Acapulco line, when said communication is open,'

with corresponding official advices to Ramsey & Carmick, of the same date. This highest official testimony of his understanding of the service to be put into operation, accompanied by the concluding words of qualification—‘the pay, if any, for said service, commencing only in accordance with the terms of the contract made February 15, 1853’—shows that the department expected the contractors to equip and put into operation the route at once, or as soon as practicable.

“Thus the contractors were to have the mails for transportation as soon as they should be ready and should call for them—this preparatory and experimental service to be without pay in advance of the affirmance of Congress. All this was in March, nine months in advance of the regular meeting of Congress, and yet we have already the practical orders of the Postmaster General to his official subordinates, evincing this functionary’s solicitude for the final success of a great measure, and his understanding also that the contractors were to begin the preparatory service as soon as the route could be made ready for it. Thus it was their admitted privilege to begin the service at once on the condition stated, while it was their obligation to perform it when Congress should affirm such obligation.

“The committee have now considered the orders of the Postmaster General who made this contract and their purport. They have now to state that these orders were rescinded by the present Postmaster General. The first overt act of hostility seems to have been preceded and succeeded by uniform symptoms of aversion to this whole undertaking. The contractors, however, after applying much forethought and energy, and encouraged by the good will and kind offices of the Mexican government and people, equipped their route by land and sea, and called repeatedly for the mails, which were now denied to them. Nor would the present Postmaster General agree to recommend this contract to the approval of Congress. Furthermore, his disparagement and denunciation of it are now to be seen in his official statements to Congress and to others. The application of his official power tended to leave the impression on Congress and on the public mind that the enterprise had failed, and that the contractors had abandoned it; instead of which they had equipped their route, and had already demonstrated that they could compass within fourteen days (instead of the sixteen days required) the great commercial cities of New Orleans and San Francisco. In brief words, the opposing force of the Post Office Department arrested and destroyed this whole enterprise!

“Examination of the House document before referred to, and of the Postmaster General’s report to Congress of December 1, 1853, fairly avouches the foregoing narrative of this subject. The credit of the contractors was quickly destroyed; their ruin was complete.

“The committee do not here pause to argue the obligation of the Postmaster General to advise Congress *fully* on this subject, and officially to commit it to the *unbiassed* arbitrament of that body, as contemplated in the contract. The Postmaster General had solemnly, and after much consideration, made this contract. The private fortunes of individuals had become involved in it. They had devoted to the subject years of toil. The contract itself was to give effect to

an act of Congress. It involved a large public policy. It was now a huge administration measure. *Who*, but the postal executive, was now to advise the legislature, officially and fully, in respect to it?

"The committee wholly misconceive the order of our government and the sub-division of its cardinal functions if the Postmaster General could evade this obligation.

"On the pages of the documents before referred to his peculiar views of this subject will attract attention. The committee do not conceive that they transgress any rule of official courtesy when they declare that the views of that functionary subvert the very canons of organized government, and that, as referable to this contract, they are incongruous and irrelevant. This contract, he says, 'did not meet *his* approbation.' As his disapproval could not invalidate the contract, or evade its obligation, so *his* approval was not essential to its validity.

"He had but recently attained the station where he found this contract complete from the hands of his official predecessor, finished and executed, so far as the department was concerned; not, *in fieri*, to be finished by any successor. The pending duty of the Postmaster General was only to commit the subject *fairly and fully* to Congress, whose final judgment in the premises was the condition stipulated. The present Postmaster General, in other words, but to a like effect, announces that *he* 'disapproves of the principle on which the contract was made' That, too, had been definitely adjudged by his predecessor. Not an executive successor, but Congress, was now to affirm or disaffirm that principle. The legislature, not a new executive officer was now to determine whether it was wrong to consult their judgment in such a matter. His kindred objection, that the route was 'impracticable for mail purposes,' was already anticipated by the contrary impressions of his executive predecessor. Congress had now become the stipulated referee. Surely that body could be trusted to determine finally whether the route was or was not practicable for mail purposes with the lights afforded by the experimental trials of it by the contractors. Without the continued countenance of the Post Office Department, and even under pressure of its opposing efforts, the contractors had carried through intelligence between San Francisco and New Orleans within fourteen days, instead of the sixteen days as stipulated.

"Such facts as to what the contractors had already done on the route were due to Congress, not to the unsupported individual opinion of Mr. Campbell. Even such opinions of his might have been deprived of their prejudicial influence had he at the same time informed Congress, as the files of his department enabled him to inform that body, that the contractors on this route had already placed the commercial cities of San Francisco and New Orleans within fourteen days postal intelligence of each other.

"This information, thus due to Congress in December, 1853, and which it was surely the duty of the Postmaster General to communicate to them at that time, they have never yet learned, except informally from the contractors long afterwards. The printed documents further show that the Postmaster General knew, in December, 1853, and as early, indeed, as June of that year, that these contractors, and

others associated with them, had expended large sums of money in the preparation of this route. Why did this branch of the subject also escape his attention, when, in December, 1853, he was reporting to Congress? The committee are of the opinion that the act of March 3, 1851, rests on a basis of enlightened public policy; that the contract under consideration, resulting from that legislation, and conditioned on the sanction of Congress, ought to have been communicated to that body, not as it was presented to them, but with *all* the material and incident information that now appears to have been in possession of the Post Office Department; that the failure so to do, added to the previous opposition of the department, overwhelmed the contractors with pecuniary disasters, and that they now have a fair and equitable demand for damages against the government.

"Would these men ever have incurred such vast and various responsibilities could they have foreseen that they were to have the hostility, and even the reproaches, instead of the friendly co-operation, of the very department with which they had contracted? Good faith in that department would probably have crowned them and their mail route with triumphant success. Bad faith was surely the source of their disasters.

"The facts of this case are few indeed, and plain as authentic documents can make them. Aside from the irrelevant matters introduced by the Post Office Department, they do not admit of misconstruction; nor do the committee conceive the principles to be applied at all doubtful. There has been obvious wrong done to the party asking relief. Congress cannot evade the obligation to accord some measure of redress.

"This obligation is enhanced, too, by the consideration that the claimants incurred overwhelming damage in a fair, arduous, and triumphant effort to perform a contract, which illustrates, as it was intended to illustrate, the enlarged public policy of the act of Congress of March 3, 1851—the policy of increased and speedier intercourse with our Pacific possessions.

"Their contract once made, they deserved to be considered the instruments of the government to give all possible effect to that policy. They were evidently so regarded by the Postmaster General, who engaged them in this most important service.

"It is not the province of this committee to censure the present administration of the postal department that it viewed this service in a different light and with an unfriendly eye. It is not the province of this paper to censure even the fact that the department, in 1853, set at nought the act of 1851 and its policy, by striking down the very instrumentalities already selected to give it effect, and which were on the eve of that success which was to assure the appropriation by Congress as contemplated in the contract.

"The risks were enormous which were imposed on and incurred by the contractors. They were inseparable from the preparatory equipment of their route prior to an appropriation by Congress. Their readiness to incur such hazard evinced their unreserved confidence in their own enterprising ability, and equal confidence in the department to second their efforts, at least, while not itself sharing the hazard.

The contractors were entitled to every good faith and every kind act of the department seconding their efforts, short of an expenditure of the public money.

"In that enterprise of the contractors which conceived and planned and obtained their overland Mexican transit, in the further daring enterprise of this vast service in advance of an appropriation, and in staking their all upon the demonstration of their route for the judgment of Congress—in all this the committee can conceive no possible reason for the apparent aversion of the department, but every natural reason to command its sympathy and co-operation.

"It is no answer to say that they incurred such hazard in expectation of final profit to themselves. That, itself, would be a fair motive, ever commendable, without which the greatest achievements in human progress might be wanting to history. In such enterprises every honest man expects to promote his own interest in some form or other, and, in this instance, the greatest possible pecuniary success of the contractors would have attested the equivalent promotion of the public policy of the act of 1851. The sequel shows that their ruin was not the only fruit of department hostility. Another result occurred far more interesting to the public at large, the frustration of the act of 1851 with its most important policy.

"Hence the committee regard the damage done to the contractors as a most unnecessary mischief.

"The hand that worked it was wielded in the name and under the auspices of the government. The government, then, is responsible, and ought to pay for it.

"The further objection of the Postmaster General that the sum of \$731,000 was then already being expended for mail transport between the Atlantic and the Pacific, and that it was 'inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question,' was already adjudged by his official predecessor, and contracted on to the large involvement of individual interests. It was an intrusive lecture to Congress, who were entitled to his *full facts* instead of his admonition. It was not merely an *ex parte* accusation against the official judgment and conscience of his predecessor: it was an arraignment, also, of the legislative body that had enacted the law of March 3, 1851, which the contract itself was designed and adapted to carry into effect. Had he extended his researches into the consideration of that law, in connexion with the lost Pacific and Panama contract, he might have discovered his own plain *executive obligation* to send his mails by this very condemned route, as the most economical, and (measuring distance by time) the shortest and most expeditious. It was then the *mandate* of that law that he should adopt that route, as connecting San Francisco with our southern metropolis within sixteen or fourteen days. Then, instead of adding the \$424,000 to the \$731,000, he might gradually have substituted the smaller for the larger cost, and saved ten days' time in postal intelligence.

"The subjoined may be stated as a fair summary of the Postmaster General's singular proceedings in the premises. In July, 1853, (page 8 of document,) he disavows the obligation of this contract, disapproves

of the principle on which it was made, denounces the route as impracticable for mail purposes, and as unjust and extravagant .

"On the 3d November, 1853, (see page 13 of document,) he could not dispense with the semi-monthly mail that Ramsey & Carmick, as he said, were to furnish, as contemplated by Mr. Hubbard, thus 'recognizing' the obligation of the contractors, and of course the obligation of the contract itself.

"On the 1st December, 1853, (see page 27 of another House document, annual report to 32d Congress,) he again repudiates contractors and contract, again denounces the route, declines to give Congress the proof in his department of its facility and unequalled despatch, takes leave of the subject by advising that body that, since the 15th June preceding, he had not heard from the parties, (the proofs various and cumulative to be seen in document 47, to the contrary notwithstanding,) thus fixing the impression on the legislative mind that the route and the contract were alike impracticable, and that the contractors had abandoned the enterprise.

"Thus were these contractors intercepted by the Postmaster General, and excluded from congressional hearing of the question of their appropriation. It quickly demolished all their vast and expensive arrangements. It destroyed their credit at home and in Mexico. It left vast amounts of property useless on their hands in a foreign country. They were now prostrate in ruin, wrought by the hand of the very department of government that had solemnly contracted with them.

"The papers in this case show that these parties actually expended nearly \$113,000 in this business. This is not here stated as a proper measure of damages.

"It does not embrace the embarrassments and losses imposed on one of the associated companies in this enterprise, (see page 10 of the document 47,) nor does it include the various and multiplied expenses precedent, subsequent, and contingent, to which these claimants were and are subjected, and which, though now impossible for them to detail, may probably amount to nearly half as much more. Nor does it include the irreparable damage of five years of toil and anxiety, now rendered far worse than fruitless to the contractors. No fair judge or legislator, in any age of activity and progress, and in respect to the accumulation of incidental expenses scattered over a long line of heavy business operations, stretching far, even into a foreign land, can say that such itemized amount of \$113,000 is the proper measure of damages here. It is referred to only because it was an exact account of expenditures by an agent in Mexico, who is enabled to verify it by items.

"Numerous and various are the precedents, legislative and judicial, entitling these men to an ampler allowance on basis more equitable and determinate. \* \* \* \* \* They do not now suggest a full, definite estimate, only because they wish to present such a measure of justice as will not be questioned. Relief to the parties, who have been made the victims of confidence in the justice and faith of an executive department has already been too long delayed. As the full measure of losses incurred or profits prevented is indeterminate under the anomalous circumstances to which the parties were sub-



jected, the committee propose an adjustment by the Comptroller of the Treasury. While in the pursuit of justice, or travelling on the road thereto, they do not think that it becomes the occasion to interpose an objection merely technical, to wit: that this contract, though complete as to the postal department, was incomplete and conditional as to Congress. Such technical objection they now discard as derogatory to the character of the government itself, and at war with the ends of justice now sought to be attained. The total breach of faith by the administrative department itself, unprovoked by any apparent public necessity, and to the frustration, as the committee think, of a valuable public policy, worked the damage to these parties, while they were doing all that was incumbent on them to do, and precluded that consideration of Congress for which they had contracted, and to which they were entitled."

The period of my service being limited to the 1st of May, and the Postmaster General having declined in his letter of the 11th, received on the 13th, to "become a party to any investigation having for its object the adjustment of any damages in the matter," and not having funds applicable to taking testimony on the part of the government, nor for employing counsel to cross-examine the witnesses that might be examined by the claimants, and not being permitted to leave the office without deranging and delaying the current business, I found it impracticable to carry into effect the intention of Congress.

I submit this statement. It is for Congress, in its wisdom, to decide whether the act for the relief of Edward H. Carmick and Albert C. Ramsey shall be executed or remain annulled.

ELISHA WHITTLESEY,  
*First Comptroller.*

TREASURY DEPARTMENT,  
*Comptroller's Office, February 22, 1858.*

SIR: Herewith you will please find a copy of a letter from the Secretary of the Treasury to me, dated January 12, 1858, having reference to the claim of your clients, Messrs. Carmick & Ramsey.

This letter was received at this office on Saturday, the 20th instant. The cause of its detention in the office of the Secretary is stated in the postscript to the letter of the Secretary.

Respectfully,

W. MEDILL, *Comptroller.*

JOSEPH L. WILLIAMS, Esq.,  
*Attorney of Messrs. Carmick & Ramsey, present.*

*Letter of Joseph L. Williams, respecting the claim of Carmick & Ramsey.*

WASHINGTON CITY, April 28, 1858.

SIR: It is one year this very day since I addressed you, somewhat at length, complaining of the wrongs done to Carmick & Ramsey. It

is also, I believe, one year this day since you responded, in the most appropriate manner, to that appeal. Your answer has now been well nigh a whole year on the files of the First Comptroller, craving his official recognition and respect; and yet to this good day he does not seem to appreciate the ready clearness with which you vindicated his select exclusive jurisdiction over the subject-matter, and the delicacy with which, even when moved by a sense of duty, you referred to it at all.

My own personal relations with the Comptroller, in view of his honest purposes, bind me to uniform patience with him. Still, one whole year's forbearance with his misconceived idea that he may feel himself constrained by the *moral influence*, not the legal obligation of an Attorney General's opinion, largely taxes my stock of philosophy.

Under such circumstances, and as constrained conformity to an advisory "opinion" forcefully intervened, and most obviously erroneous, would be no administration whatever of a beneficial statute, but would leave the same alike subsisting and unfulfilled, I have not thought it worth while to urge him to such impotent conclusions.

Even the original letter of the Secretary of the Treasury is virtually withdrawn by his subsequent explanation.

On this point, I here repeat my own concurrence in your view.

In short, this subject has been overslaughed by the inopportune timidity and false pride of several officials, of whom the Secretary of the Treasury is *not* now one.

During the last session of the last Congress that body persistently refused to heed the calls of the then Postmaster General to repeal or modify this law.

The opinion of Attorney General Black is little else than a paraphrase of the report then already presented to Congress by Postmaster General Campbell, as will appear on comparing the two papers.

Legal gentlemen now in Congress still insist that this law is perfect, according to its evident design; that its literal allegations correspond with the original truth of the subject; that it only gives *legal effect* to a *manifest equity*; that it would be derogatory to the legislative dignity to impair a perfect act of Congress to appease the scruples of any Attorney General; and that all the law now needs is a candid administration of it.

They believe, moreover, that the Chief Executive, in your person, will yet enforce and secure that consummation.

The same reliance on my part has afforded me the patience of a whole year. Hence, so far as I am concerned, this subject has not been rendered offensive or perplexing to the President or any one else.

It is not my fault that there has ever been any newspaper reference to it. It has properly nothing to do with editors or with public opinion. I am content that the President himself has the constitutional power to enforce, at the hands of the select exclusive jurisdiction, a performance of duty consistent with the execution of a beneficial statute, to be understood fairly according to its terms, and looking to the *benefit* which was the *object* of its enactment.

No doubt you will agree with me that the absurd clamor about *millions* in this thing ought not to embarrass the execution of the law.

No such amount was ever asked for or thought of by those who understood the subject. The limited amount fairly due under the law ought not to be longer withheld because busy people, in nowise interested in the subject, except to malign or frustrate, croak of fabulous millions.

I have prepared divers refutations of the Attorney General's "opinion," viewed as a *legal* paper; each one of them as easy a work as I ever undertook.

I did not print, because the public had nothing to do with the subject; I did not urge them on the Attorney General, as I understood him to be sensitive in the matter; I did not press them on the *present* Comptroller, because, under the overriding moral prestige of the law office, his mind seemed so reluctant to the *rationale* of the subject.

An ex-Attorney General of the United States, Hon. Reverdy Johnson, has filed in the law office a most careful paper of deliberate and utter dissent from Judge Black's conclusions.

Your necessary and extreme engrossment in the business of a large country makes me reluctant to ask any portion of your time.

With the greatest respect,

JOSEPH L. WILLIAMS.

His Excellency J. BUCHANAN,  
*President of the United States.*

Referred to the First Comptroller, with a declaration that I entertain the same opinion now which I did a year ago, and which is now on file in his office.

JAMES BUCHANAN.

MAY 5, 1858.

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TREASURY DEPARTMENT,  
*Comptroller's Office, May 10, 1858.*

SIR: Your letter of the 28th ultimo to the President of the United States in relation to the claim of Messrs. Carmick & Ramsey under the 6th section of the act of August 18, 1856, has been referred to this office.

Understanding therefrom that the said claimants are now ready and desirous to proceed with the examination of the case, I have so arranged the business of the office as to take up the papers on next Wednesday. I have nothing before me but the report of the committee of the Senate, the act of Congress, the report of the Postmaster General and accompanying documents, and a statement of the losses alleged to have been sustained. As I may wish to see the President, as well as the claimants, before determining the course to be pursued under the provisions of the act aforesaid, I will thank you to furnish me by that day with any additional papers, arguments or statements, that may be in your possession, and which the claimants or yourself may desire to be taken into consideration in the matter.

Very respectfully,

W. MEDILL, *Comptroller.*

Hon. JOSEPH L. WILLIAMS, *present.*

WASHINGTON CITY, *May 12, 1858.*

SIR: With great respect I now ask your careful consideration of the report of your predecessor in the case of Carmick & Ramsey. It is of file in your office, and we cannot overlook it while approaching the subject.

If the "opinion" of the Attorney General is to be regarded as a paper in the case, then do I also submit for your consideration the paper herewith, marked B, prepared more than twelve months since, demonstrating that that functionary had no official concern with the subject-matter.

Then I submit, also, for your consideration, the paper marked C, prepared more than a year since, and then fully considered by your predecessor.

I call your attention to the paper, now more than a year old, addressed to the President, and by him referred to you. For convenience, let that be marked D.

I will also place on your file an "opinion" on this subject, prepared by the Hon. Reverdy Johnson.

I have another paper, also, which I will quickly place on your file for your consideration, and which I will mark as F.

These papers do not necessarily involve the *merits* of this particular case, but they do involve the *preliminary* question of far greater magnitude—whether a *remedial beneficial provision of law* may be severed from the *benefit* which was the sole and express *object* of its enactment? Whether the enactment itself may be virtually erased from the statute book at the dictum of intervention by the Attorney General, the Postmaster General, or any other official or private citizen of influence? Whether such moral influence is superior to the legal obligation imposed by the "requirement" of Congress?

The adjustment of this *preliminary* may save us much valuable time. It may indicate in due season whether the subject-matter is to be treated behind the law and irrespective of the law, or whether the enactment itself is to be administered according to its own averments, and expounded, if need be, according to the notorious canons of construction.

Let it not be forgotten that a *beneficial and remedial statute* cannot be pretermitted by the judicature of its own selection; that it cannot be impaired or annulled by *non-user* in any form.

I will call on you when you have considered the papers above referred to.

With great respect,

JOSEPH L. WILLIAMS.

Hon. WM. MEDILL,  
*First Comptroller, &c.*

## B.

*To the Attorney General of the United States :*

It is quite improbable that the Attorney General may overlook, in *limine*, a question of jurisdiction.

For as much of the statutory constitution of your office as is important to the present occasion, see act of 1789, volume 1, page 93, Little and Brown's edition.

As designating the applicable duties of the officer, we find the words following :

"To give his *advice and opinion* upon *questions of law*, when *required* by the President of the United States, or when *requested* by the heads of any of the departments, touching any matters that may *concern* their departments."

Your obligation to answer a "question of law" is correlative to the right of such "head of department" to "request" it.

The general "concern" of the people and the people's treasury does not confer on the "head of department" authority to propound a "question of law."

Curiosity for information cannot confer such authority, still less the spirit of intervention, amiable or otherwise.

The "concern" imported in the act of 1789 is not that of the departments promiscuously.

It is the "*concern*" of a department, in its own distinctive sphere, in current "*matters*" of business arising.

The catechism is further restricted to "questions of law," business, and principle, *bona fide*, not suppositions, or experimental, or curious, or intermingled with mere questions of evidence or other irrelevancies.

The law authentic, whether it be general or special, is conclusive of the will of the legislative on the subject. If that will be stated in inapt words, let the canons of construction supply the hiatus of sense.

Policy and politics, and traversable issues, generally, are the sphere of the legislature.

Its decision once complete, that cardinal branch in our free government may not be pretermitted by the Executive on any occasion or under any pretext.

The Executive sanction of the law originally is the assurance of that branch against encroachment upon it.

The Executive sphere is restricted to the ministerial duty of giving effect to the announced will of the legislature.

All executive regulations, and rules, and police, and official habits, or devices, to be of lawful avail, must be merely ancillary to the law itself.

When, on any occasion, or on any subject, entire responsibility is devolved, there must reside, also, authority appurtenant.

Exclusive responsibility cannot tolerate fragmentary authority.

The foregoing elements are too true to be evaded by casuistry or circuitry.

It will be pleasurable to the Attorney General to perceive so readily that they conclude him and the Postmaster General in the

matter of the enactment for the benefit of Carmick & Ramsey. See Statutes at Large, page 95, 1st session 34th Congress, for the following:

"And be it further enacted, That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey on account of the abrogation, by the Postmaster General, of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th of February, 1853; to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick & Ramsey out of any money in the Treasury not otherwise appropriated."

No conceivable collocation of terms could confer on any officer a jurisdiction more special, exclusive, and peremptory, than they confer on the First Comptroller of the Treasury.

Even consider this law as in *pari materia* with the statute of 1789, and it is *instantly* obvious that the Postmaster General is utterly precluded in the premises he strives to lay in your office.

Such result in principle is wholly unaffected by the fact that the foundation of this "*matter*" was originally laid in the postal department.

In the progress of it, Congress deliberately thought proper to prescribe its present auspices as the law of the case.

Your "opinion" and "advice" as to this "*matter*" will be opportune and authoritative when the First Comptroller of the Treasury shall doubt on this law, or the duty it imposes.

Then he can procure your "advice" for his guidance.

It is not competent for the Comptroller himself to divide with any one else the duty that this law imposes.

No consent of his, or conventional arrangement with the Postmaster General, can diminish his own authority, duty, and responsibility, or impart any portion of it to that functionary.

The foregoing views supersede all necessity for elaborate commentary on the very singular paper of the 28th ultimo, addressed to you, and subscribed by the Postmaster General.

The "points" stated as "points of law" must surely be pleasing to all who enjoy the curious and the novel.

"Whether there was a contract valid and binding in law" is peremptorily answered on the front of this statute.

If this special statute is not the best authority in the world as to what is "*binding in law*" generally, it is, at least, good and conclusive upon the Postmaster General and all the world for the particular facts which it legislates in and for its own premises.

"Whether the contract, if valid, has been abrogated by any act of the Postmaster General," is also as peremptorily answered on the very front of the law itself.

"Whether, although it may not have been abrogated in fact, yet am I or the Comptroller compelled so to regard it?"

Congress, in the body of this law, responded in emphasis to this interrogative plea as to the First Comptroller, who was deemed, in all nature, more impartial in reviewing the acts of the Postmaster

General than the Postmaster General himself could possibly be. As Congress undertook to decide this issue against the Postmaster General, they naturally enough made no provision for appealing that judgment to the Postmaster General for review and reversal!!

Since the first institution of law and the invention of a judicial apparatus there never was before a legal query so eccentric and so refreshing for its originality!

Strangest of all, that the Postmaster General, so plainly and especially excluded from this "adjustment," which is to administer the enactment, should imagine himself any possible *particeps* in present responsibility for it!

The Postmaster General, charged with no present function in the premises, can incur no responsibility unless he delay or hinder the Comptroller in his effort to "adjust the damages due to" Carmick & Ramsey, according to the very nomenclature of the law itself.

As surely as the law "requires" the Comptroller "to adjust," so surely does it interdict the Postmaster General's participation in, or hindrance of, such adjustment.

Surely the Postmaster General needs not your "advice" to assure him that this very law itself for the benefit of Carmick & Ramsey presupposed their prior legal rights to be imperfect, and that the special statute was designed as the appropriate remedy!

It would be an anomalous proceeding and a work of supererogation to legislate in behalf of perfect legal titles and perfect legal rights!

Congress and the Supreme Court of the United States, and courts of equity generally, are in the habit of determining honest things into good, and good things into better, and better things into the best; but these practical and useful tribunals have never yet essayed the superserviceable performance of perfecting a perfect title!

As a deliberative assembly "of good conscience," under the Constitution, Congress may dispense its equity, peradventure its charity, to such as are deemed worthy of that consideration!

Suppose a Postmaster General to confound conditions precedent with conditions subsequent; to work a "condition" in derogation of an entire engagement, shall Congress perpetuate the wrong?

What is more natural and more equitable than that they, declining to take advantage of a government agent's wrong, prefer to legislate some remedial provision?

An honest legislature cannot do a more appropriate work. The oppressed are thus relieved, while no vested right is threatened or disturbed.

That Congress should even validate a contract, when they conceive it equitable in general principle, or, in fact, without "impairing the obligation of any other contract," is natural and proper enough.

But that body would be amazed afterwards to learn that their *beneficent law* was indicted and tried criminally before the Attorney General of the United States.

Most respectfully submitted by

JOSEPH L. WILLIAMS,  
*Attorney for Carmick & Ramsey.*

Hon. J. S. BLACK,

*Attorney General of the United States.* Digitized by Google

## C.

*Attorney General's authorities, as applicable to Carmick & Ramsey's case.*

See vol. 7, of Opinions (Andrew's edition) for Mr. Cushing's opinion, (in Blanchard's case,) pp 288, 289.

The Comptroller did not have the fact of "*recision*," or the fact of "*damages due*," on account thereof, legislated absolutely for his observance, on the face of the statute; but the Comptroller was to "*inquire*," under instruction of the Attorney General, as to some accessory or incident deemed important in principle to Blanchard's relief; to give that relief was the object of the law.

Mr. Cushing lays down the doctrine that the Comptroller ought not so to "*inquire*" for the irregularity of the contract, or its original non-conformity to an advertising law, as to disfavor the remedial sense of the legislature; that the Postmaster General had finally exceeded or harshly misapplied his authority to "*rescind*."

The act for Blanchard's relief expressly conferred on the Attorney General authority to "*instruct*" the Comptroller in his "*inquiry*" after material for relief.

The object of Congress being to *relieve*, Mr. Cushing so "*instructed*" as to subserve, not frustrate, that intent of Congress.

He so "*instructed*" as to favor the fact of "*recision*," and any other fact auxiliary to the Comptroller's "*inquiry*" after such conclusions as would consistently afford "*damages*," give the *liberal relief intended* by Congress.

This ruling of Mr. Cushing, taken as authority for his official successors, must estop any present ruling in the Carmick & Ramsey case which "*instructs*" a fact from the face of the remedial statute, which Congress, in its own sense of truth and propriety, placed there, and which that body thought would corroborate its main allegation of fact of "*damages due*."

The more clearly must this be so when there is no such authority to "*instruct*," as in the Blanchard case, and when the exercise of such power conflicts with the exclusive jurisdiction the statute confers on the First Comptroller, and which that officer cannot delegate to, or divide with, any other officer.

When the Comptroller needs "*advice*" as to this duty of his, he can himself ask for it. If the advice relieve a doubt he may conform to it.

But without such authority to "*instruct*" in this case, the ruling that contradicts the fact of "*abrogation*," literal on the face of the law, may assume whatever premises are equivalent to the repeal of the law itself.

It may not be important that such unauthorized instruction is simply *begging the question* on the law.

But it is important that such "*instruction*" over the law contradicts the literal allegation of the law, repeals it virtually by precluding that relief in damages which was the sole object of the law.



When we defeat the *intent* of the law, we leave nothing surviving of the law itself.

When Congress asserts a fact in its enactment for the Comptroller's observance, it is not his province to doubt that fact, or inquire as to its existence, much less permit any instruction to dictate it from his acceptance.

When the question of law is not virtually the question of fact, as already adjudged by Congress in furtherance of that body's *intent* in its enactment, how is he to doubt? He cannot accept the doubt of another. It must be his own doubt, original, or freely adopted.

See Judiciary Committee's, report (Gordon's case) No. 206, 3d session 34th Congress, page 8, for the following: \* \* \* "It is the duty of an executive officer to obey the law, not to reverse, much less to prevent or defeat it."

"To insinuate that Congress was not well advised as to the *facts* "  
\* \* \* "to defeat the humane intendment of remedial laws," \*  
\* \* "is an *unhallowed usurpation*," \* \* \* "invoking the *highest power of the legislative branch* of the government to PUT IT DOWN."

Page 7 of the Senate Committee report (No. 285, 1st session 34th Congress) explains the *intention* of the law for the relief of Carmick & Ramsey, and "precludes" the very doubt which has been so unnecessarily thrust into this examination. Those who really doubt will have satisfaction when they read the document for themselves. The committee say:

"While in the pursuit of *justice*, or travelling on the road thereto, they do not think that it becomes the occasion to interpose an objection merely *technical*, to wit, that this contract, though complete as to the postal department, was incomplete and conditional as to Congress. Such *technical* objection they now *discard*, as *derogatory to the character of the government itself*, and at war with the *ends of justice* now sought to be attained.

"The *total breach of faith* by the administrative department itself, *unprovoked* by any apparent *public necessity*, and to the frustration, as the committee think, of a valuable public policy, *worked the damage* to these parties while they were doing *all that was incumbent on them to do*, and precluded that *consideration of Congress* for which *they had contracted*, and to which they were entitled."

Herein the committee explain the intention of the law they proposed, which passed without alteration of the apt and comprehensive words *now found in the statute book*. They deemed the very "objection," still urged by the "postal department," that this contract was incomplete and conditional as to Congress, "to be merely *technical*." They say they "*discard*" that "as *derogatory to the character of the government*," and "at war with the *ends of justice*" they were "seeking to attain."

They also allege the "*total breach of faith* by the administrative department," which the law expresses as "*abrogation*." They further explain that that "*breach of faith*" was "*unprovoked* by any apparent *public necessity*," and that it "frustrated a valuable public

policy;" that it worked the damage "to Carmick & Ramsey while they were doing all that was incumbent on them to do, and precluded that *consideration of Congress* for which *they had contracted*."

The committee thus explain the "consideration of Congress" as what the parties had "contracted for," elsewhere expressed as "*conditional* on the sanction of Congress."

Elsewhere in their report the committee express their sense of the true relation of these parties; that Carmick & Ramsey were not mere claimants seeking an appropriation to perform the condition of their contract, as assurance of "consideration of Congress," but that the duty rested on the Postmaster General to present the subject fully and fairly to that body.

In page 4 they say: "Would these men ever have incurred such vast and various responsibilities could they have foreseen that they were to have the hostility, and even the reproaches, instead of the friendly co-operation, of the *very department* with which *they had contracted*?"

Again, on page 5, they say: "The risks were enormous which were imposed on, and incurred by, the contractors. They were inseparable from the preparatory equipment of their route prior to an appropriation by Congress. Their readiness to incur such hazard evinced their unreserved confidence in their own enterprising ability, and equal confidence in the department to second their efforts, at least while not itself sharing the hazard."

On page 3 they ask: "*Who* but the postal executive was now to advise the legislature officially and *fully* in respect to it? The committee wholly misconceive the order of our government and the subdivision of its cardinal functions if the Postmaster General could *evade this obligation*."

Naturally enough the committee argue that Mr. Campbell and Mr. Hubbard successively sustained the same relation to this subject, and that the former had no more official right than the latter would have had to say, as he did say in his first annual report to Congress, that the route was impracticable for mail purposes, "and that he was opposed to the principle of the contract;" that such an official denunciation was in bad faith, and thus destructive to the contractors.

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*Precedents in Attorney General's Office.*



Volume 3, (Hall,) page 294, November 23, 1837, Attorney General Butler (Joseph Thomas' case) says:

"The reports of the committees of the Senate and House of Representatives upon the bill for his relief, which subsequently passed into a law, and which was approved on 2d July, 1836, should be taken *as a guide* in deciding any doubts which may arise in the construction of that law.

"The bill originated in the Senate, when it was accompanied by a full report from the Committee on the Judiciary, by whom it was introduced. It passed the Senate without alteration; and when it came to the House of Representatives, was referred to the Committee

on the Judiciary of that body, who also made a full report; after which, it passed the House without amendment. Under these circumstances, these two reports may be well regarded *as a key* to the intention of the legislature; and when they concur in the propriety of any particular allowance, and the words of the law are not inconsistent with them, we may safely presume that such allowance was intended to be made."

See volume 3, page 3, (Hall's edition.) Attorney General Butler said: "Wherever there is *discrepancy* as to the *facts* of the case, submitted for an opinion between the department and the claimant, the Attorney General must, from *official comity*, *adopt* the facts as stated by the department."

See volume 3, of Opinions, pages 368 and 369. Responding to the Secretary of War, who had enclosed a communication from the Commissioner of Indian Affairs, with queries in respect to the investigations committed to the commissioners under the 17th article of the Cherokee treaty of 1835-'36, Attorney General Butler said:

"I am satisfied that all the 'opinions' given in this office in respect to the claims have been extra-official and unauthorized, the Attorney General having *no power to give an official opinion* on the request of the head of a department, *except on matters that concern the official powers and duties of such department.*

"Even had the questions been properly referrible, the opinions given here would only have been advisory, and *would not have bound the department or the commissioners* on a point in which they might have been deemed erroneous."

See volume 5, page 97, 8th May, 1849, (Fisher's case,) for what Attorney General Johnson says:

"By reference to the act giving relief in this case, it will be seen that the whole subject of the claim is submitted to the *exclusive judgment* of the Second Auditor. No other department has any jurisdiction over it. His judgment was *made absolute*. He here cites *The United States vs. Bank of Metropolis*, 15th Peters, 377."

See also volume 5, pages 71 and 72, for kindred doctrine, sententiously stated by Mr. Attorney General Toucey.

As illustrating the principles applied to "*discrepancies*," or "*facts*," or construction, see Attorney General Gilpin, 9th July, 1840:

"That the report of the committee accompanying the bill should be taken *as a guide* in deciding any question which may arise in the construction of the law."

See volume 1, page 598, March 7, 1823, where Attorney General Wirt says:

"That the accounting officers have a right to *adopt* the report of the committee as *establishing the principle* which are to govern them.

"\* \* \* \* I consider the bill which accompanied the report as a part of that report, of which it was a mere consequence.

"I do not think it would be proper on the part of the President \* \* \* \* to reject the *principles established by the report of the committee*, and to *adopt* others in conflict with them.

"Considering the report, as I do, in the light of a *preamble to the law*, I think that its principles ought to be respected as far as they go."

Again, October 20, 1823, volume 1, page 625, Attorney General Wirt says: (Wheaton's case.)

"It could never have been the intention of the Constitution, in assigning this general power to the President to take care that the laws be executed, that he should, in person, execute the laws himself. \* \* \* \*

"If the laws, then, require a *particular officer by name* to perform a duty, no' only is that officer *bound* to perform it, but no other officer *can* perform it without a violation of the law; and were the President to perform it, he would not only be *not* taking care that the laws were faithfully executed, but *he would be violating them himself*.

"The Constitution assigns to Congress the power of designating the *duties of particular officers*. The President is only required to take care that they execute them faithfully."

This act of Congress speaks plainly enough for itself. Especially applying the foregoing rules, what is the result?

The *finding of the facts* by the competent legislative tribunal; the *fact of the contract*; the *fact of the breach of it* by the department; the *fact of "damages due."*

These facts are *found and recorded* on the face of the law and in its *letter and sense* for the observance of the Comptroller, who is "*required to adjust the damages*" in amount, according to the principles of law, equity, and justice.

The report of the committee, which so many Attorneys General denominate "the preamble to the law," further illustrates, by familiar examples stated, the "principles of law, equity, and justice," which are intended to guide the Comptroller's adjustment; thus averting doubt in that field of examination.

The foregoing observations have sufficiently anticipated and disposed of the "facts discrepant," first avouched by the Post Office Department, then confuted by Congress and its committee, most expressly then sent back again, in December last, to Congress, who treated them with indifference and silence, and then finally transmitted to the Attorney General for the credential of his "official comity."

The *sylogisms* of the Attorney General, also, are thus already anticipated and disposed of, they being only a *virtual begging of the question*. That was quite fully and finally adjudged by Congress. It would now be tedious to pursue that reasoning by arguing *in a circle* also.

The *condition* of the contract was a charge upon the contract.

The credits and debits of the contract were equally and originally the work of two parties.

The *performance* of the condition, however, rested on the pleasure and arbitrament of Congress.

Neither party could perform the condition against the pleasure of Congress.

But the Postmaster General was of course not expected to assure, as he did assure, the non-performance by Congress of the condition.

This he did in his first departmental communication to that body; denouncing not only the mail route contracted on, but that very condition of the contract which the Postmaster General had himself stipulated.

His official relation to Congress gave him power with that body, and so, naturally enough, enabled him to have great advantage in assuring against all chances of Congress then performing the condition.

When, however, long afterwards, Congress had opportunity to investigate, they, in turn, adjudged this "bad faith" of the Postmaster General to be a *breach*.

What Congress, on full and final "consideration" of both sides, adjudged as the breach of the Postmaster General, the Attorney General now, and long afterwards, determines *ex parte* as the failure of the condition, which he visits in penalty on Carmick & Ramsey.

The Attorney General thus summarily *reverses* the relation of the parties as finally established by Congress, and accordingly dispenses the failure of the condition in penal visitation.

Now, however, this law, as the final arbitrament of Congress in the premises, records the breach of the Postmaster General, discharging the contract, virtually, of its condition, and rendering it absolute, in remission, to Carmick & Ramsey.

The Attorney General concedes this statute to be an act of Congress, expressed in the terms in which it was intended to be expressed.

He concedes, also, the absolute power of Congress to appropriate a large sum, or a small sum, to Carmick & Ramsey, with consideration, or without consideration, as the case may be, at the mere pleasure of the legislative will.

The absolute capacity of "the said Carmick & Ramsey to receive the same," or to "accept the same," as the case may be.

The absolute obligation of the Executive "to pay the same" to the said Carmick & Ramsey.

The entire jurisdiction of the First Comptroller over the subject-matter.

Now, after such concessions, *what* remains for the Attorney General to concede?

He suggests a limitation upon the Comptroller's power *stated in syllogism*.

But his very syllogism *begs the whole question*, and virtually retracts his premises conceded!

The law itself precludes the very difficulty which the Attorney General rears for himself as a fanciful structure.

His entire difficulty is, his denying *a fact in law and a fact in truth*, as adjudged by Congress, in its conceded plenipotence so to adjudge.

Of *that fact*, so adjudged by Congress, the law itself, in *letter and in sense*, is the record indestructible.

So much for the Attorney General's denial of *the fact* of the Postmaster General's *breach*, as avouched by Congress, in the *letter and sense* of its law, and as contemporaneously and so perspicuously explained by the report of their committee.

JOSEPH L. WILLIAMS.

The FIRST COMPTROLLER of the Treasury.

P. S. In John Purdon's Philadelphia edition of Law Library for July, August, and September, 1835, page 48, vol. 9.

*“Dwarris on Statutes.*

“But though the judges, in interpreting the laws, are to explore the *intentions* of the legislature, yet the construction to be put upon an act of Parliament must be such as is warranted by or at least not repugnant to *the words* of the act. Where the object of the legislature is plain and unequivocal, courts ought to adopt such a construction as will best effectuate the *intentions* of the law-giver.

“But they must not, in order to give effect to what they may *suppose* to be the intention of the legislature, put upon the provisions of a statute a construction not supported by the words, though the consequence should be to defeat the *object* of the act.

\* \* \* \* \* “They are not to presume the intentions of the legislature, but to *collect them* from the words of the act of Parliament, and *they have nothing to do with the policy of the law.*

\* \* \* \* \* “The judges are not to direct their conduct by the *crooked cord of discretion*, but by the golden metewand of the law.’

See 13th Howard, Philadelphia, Wilmington, and Baltimore Railroad Company *vs.* Howard, page 308 :

“If the company annulled the contract merely for the purpose of *having the work done cheaper*, or for the purpose of *injuring and oppressing* the contractor, he is entitled to recover damages for *any loss of profit* he might have sustained, and of the reasons which influenced the company the jury were to be judges.”

In *Masterson vs. Mayor of Brooklyn*, 7th Hill, 61 :

\* \* \* \* \* “Actual damages include the direct loss which the plaintiff sustains, and is, among other things, the difference between *the cost of doing the work and the price to be paid for it.*”

J. L. W.

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D.

SIR: This communication will attract your attention, as involving the legal rights, the business, the fortunes of a number of your constituents. Its sequel will show how seriously these rights are menaced by irregular interference of several of your subordinates with the due execution of the law.

As I do no intrusion so I offer no apology on this occasion.

As a British subject may advance to his Queen for the redress of a grievance, so may I now with still more confidence as a citizen and the authorized representative of Edward H. Carmick and Albert C. Ramsey, approach the executive chief of a democratic nation.

On the 18th of August, 1856, the President approved an act of Congress in words following :

“*And be it further enacted*, That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abro-

gation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated 15th of February, 1853, to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick and Ramsey out of any money in the treasury not otherwise appropriated."

Thus the jurisdiction of the Comptroller as to his subject matter is special, exclusive, and peremptory.

He is to "*adjust*." He is to exhaust the paramount function of *adjustment*. He cannot himself delegate the function to another, or divide it with another.

As the minister of the enactment, the Secretary is required to *pay* the amount awarded by the Comptroller.

But I pass on, as narrative, not argument, is the main purpose of this paper, as addressed to your finished experience in professional and departmental affairs.

Already versed in such investigations, the Comptroller was preparing for this adjustment as he could find time from the current labors of his office.

But when, in December last, Congress assembled, the Postmaster General devoted a large portion of his annual report to official deprecation of this enactment, manifestly intended to procure its repeal, if possible.

In apparent concert, the Secretary of the Treasury volunteered *his* deprecation; jealous, no doubt, that Congress, in enacting this law, had so purposely subordinated him to the Comptroller.

In its *material* and in its *form* however, the statute had been thoroughly canvassed and understood by the able Postal Committee of the Senate, with General Rusk at its head. It had energetically aroused the judgment, and the conscience, and the enthusiasm of that inceptive tribunal. Irrespective of sections and factions, it had enlisted the ardent, conscientious sympathies of many members of both houses. It had thus a specific strength of its own, resting on the *will* and the *conscience* of the legislative body. Hence, it alike defied and survived intact a signal combination of departmental revenge.

Meanwhile however, and throughout the session, in deference to such remarkable circumstances, the Comptroller thought it fit to pause in his consideration of the subject.

Under the impression that he might proceed without further molestation to discharge this delicate and important trust so peremptorily enjoined by Congress, the Comptroller some weeks since addressed a communication to the Postmaster General, the *object* of which was to notify as to his proceedings, and to have for his own consideration any material the department might still have to contribute.

As demonstrative that this courtesy of the Comptroller was understood in its real business purport, but was, nevertheless, perverted to subserve the *design* of frustration and delay, I here note the movements of the First Assistant Postmaster General.

This official, still lingering in the department, eagerly to represent

the multiplied feuds and prejudices which signalized the late four years' postal service, and which, as far as he can, he is *packing* upon the more popular cast of the present.

This man visited the Comptroller, and in presence of several gentlemen in the office, vehemently urged him to submit questions of law to the Attorney General.

This was peremptorily declined by the Comptroller, who, not doubtful as to his own powers or duties under this law, did not consider himself justified to consult the Attorney General.

Despite this recognition of the Comptroller's authority—quite needless to the far higher testimony of the law itself—the Postal Department, in which said First Assistant still lingers, *compiled its own old refuse matter*, (already canvassed, adjudged, and condemned by Congress,) as a sort of preamble to nominal “questions of law,” for “advice” of the Attorney General, with accompanying suggestion thence, and from the Attorney General to the Comptroller, to suspend his proceedings!

It is quite probable that your Excellency, amid grave affairs of State, and yet prone to enjoy the gay and the humorous, may gratefully appreciate this paper as the chronicle of an official transaction at once so comical and unique!

By legerdemain of departmental “comity,” it distorted an act of Congress into a convict, *ex parte* before an Attorney General, on indictment virtually of the very accuser, of whose well-adjusted condemnation that law was itself the record!

The new Postmaster General must be unread in the postal history of the last four years, if he deems it possible to reverse the verdict of Congress and of the country!

Meanwhile the Attorney General, having patented his obedience to abstract departmental rule, and so far exhausted “official comity” as to “adopt” as true even the *tried and convicted* “facts” of the late Postmaster General, may now pause to appreciate that other and graver “comity” due to Congress and its “enacted” averments!

Then, it may not seriously discompose him to see the departmental fiction of “*facts adopted*” with his syllogism on the *question begged* and argued *all around the circle*, subside into the more reliable probate of the “literal” law!

*Vide* his recent candid and able Richard W. Thompson paper for established orthodoxy: “\* \* \* The executive has no authority to *abrogate* a law passed by Congress.” “\* \* \* Not seeing any reason for resisting the will of Congress, as expressed in this law, I advise *literal* obedience to its provisions. That course is *always the safest*.”

“*Literal* obedience” is still more perspicuously “required” in the Carmick & Ramsey enactment.

Most purposely and persistently did Congress legislate into it that fact of *abrogation*.

The Attorney General concedes the competence of Congress, without any consideration whatever, to legislate a half million to these parties.

*A fortiori*, why might not that body, as a deliberative assembly of “good conscience,” making liberal provision for men already duped



and betrayed by a department, legislate into the remedial statute a *breach substantive*, as conforming to an orderly proceeding of good parliamentary example, while *practically* subserving, also, their own instinctive sense of justice and restitution?

*Why* extirpate the *object* of the law—the *sense* of the law as designed for more than blank formula—the very *life* of the law—for the amateur structure of a syllogism?

Still more especially why may not the Attorney General, while *choking out* the *breath* of the law, which is the law itself, give heed to a *standard custom* of his own office, so invariably respected by his predecessors, so especially canonized by the illustrious Wirt, that rule of consulting the contemporaneous report of a committee to elucidate, if necessary, the provisions of the accompanying bill, as passed unchanged into a statute

Here, for example, the committee carefully, elaborately explain that a *condition to be performed by Congress* remained unperformed, under influence of the wanton aspersion and deceit of the Postmaster General, while exerting his *official position* to advise that body on the subject.

The testimony considered by the committee was almost exclusively the documentary allegations, collated and confronted, of that functionary himself.

Disdaining a “technical objection” as “derogatory to the character of the government,” the committee charge, expressly, upon the then Postmaster General, a “*total breach of faith, unprovoked by any apparent public necessity, and in frustration of a valuable public policy, and precluded that consideration of Congress for which the parties had contracted.*”

This “*total breach of faith unprovoked,*” thus designated in the committee report, is synonymously but more compactly expressed in their accompanying bill, now the exact statute as that “*ABROGATION.*”

The Attorney General may as readily deny the “breach of faith” averred in the committee report, as he has already “ignored” the “*abrogation*” avouched in the very “letter” of the law, and he, though satisfying himself, would fail to *convince* Congress, just as the Postmaster General in December last so utterly failed to *convince* that body and obtain retraction of the error.

The committee report as preamble to their law, was more potential to vindicate the law than the Postmaster General’s compilation sent back to Congress, since sent to the Attorney General, as preamble to “questions of law” was to modify or expunge the legal “fact” of “*abrogation.*”

The Attorney General, is perhaps, more technically exact in selecting and collocating statute terms than Congress is, as he is also more syllogistic in aptness for their interpretation, but, nevertheless, that body, in its announcements, is far more authoritative and potential than he is. Nor can he repeal an act of Congress by executive circumvention, of subordinating the substantive term of a law to its qualificatives appendant.

His “always safest course” (*vide* Thompson’s case,) “is *literal* obedience to its provisions,” “the Executive having no authority to *abrogate* a law of Congress!”

One step further: the Attorney General then printed his "*decision*" in the Carmick & Ramsey claim in the New York Herald. This is gratifying proof that a public office here, even the law department, is open to popular inspection of its proceedings, and challenges newspaper commentary.

It purports equally to "*decide*" and to "*demolish*" this claim, but it omitted the announcement of its other performance—the "*demolition*" of Congress, in abject subservience to the Attorney General, as sole expositor legitimate!

Considering the act of 1789, establishing the Attorney General's office, and defining its "*duties*," together with this special statute, your Excellency will readily perceive that he has "*decided*" nothing whatever in the premises, and that, in the progress of this affair, nothing has yet occurred to challenge his power or elicit his performance of "*duty*."

The mere readiness of a Post Office Department to propound nominal "*questions of law*," with irrelevant "*facts*" prefaced, or condemned "*facts*" injected, cannot confer the power or impose the "*duty*" to "*decide*."

It is well for us all, in a democratic land, that we have "*a government of laws and not a government of men*," wherein JURISDICTION is a fundamental essential. To invade or jeopard that is usually perilous and always mischievous.

In contemplation of cardinal branches of government, here and in Great Britain, the conjunction of two of them is the patent definition of tyranny. Such union breeds a tyrant in a land of nominal freedom. *A conflict of two* is not strife merely; it is instant chaos.

The principle illustrates itself throughout our system, descending to minor and multiplied jurisdictions.

An Attorney General's opinion, when requested by a head of a department, though only *advisory*, is, on useful "*comity*," ordinarily held as obligatory, as conducing to uniformity of administration; but within the jurisdictional power or duty must exist the *doubt* which shall invoke and legitimate the "*advice*."

To this moment we are not informed that the special jurisdiction enacted by this law has come to a "*decision*." Wholly in advance of such result, as if, indeed, to forestall and prevent "*adjustment*," as if to "*adjudge*" by any tribunal—the Postmaster General, or his First Assistant, or the Attorney General, or the *public at large* who study newspaper publications—the First Comptroller is least of all and last of all to be consulted!

As proof of this most extraordinary state of things, so grossly outraging the proverbial order and decorum of your Excellency's entire public life, I now approach a most disagreeable fact. Connected with present circumstances it reveals a purpose, central somewhere, and radiating its influences to *crush this law revengefully*, before its remedial provisions are even challenged into exercise.

I am seriously advised, and now challenge denial of the fact, that the Postmaster General, some days since, had audience of the Secretary of the Treasury, and after suggesting that the Comptroller might be proceeding, despite the Attorney General's opinion, asked the pro-

mise of the Secretary that he would not pay a dollar of any sum that might be awarded, to which the Secretary assented, conditionally as to the view the President himself might advise.

Your Excellency will at once perceive the grossness of such proceedings, stipulating in advance the destruction of the Comptroller's authority vested by Congress; bullying the law itself out of its operation, confiscating private rights, defying all order and propriety without conceivable palliation.

Whether well or ill-intended this movement is one of crushing oppression to individuals who supposed the law afforded both protection and indemnity.

My duty to those I represent constrains me thus to address you, even though my statements may exact explanation of a personal friend.

I conclude this paper by praying your Excellency that you will right the wrongs herein above indicated; that you will, so far as you may, give effect, in good faith, to the remedial law for the relief of Carmick & Ramsey; that impending incumbrances on the Comptroller be removed; that, so near as he must be, to the close of his adjustment, he be allowed and required to finish the work; that, to the end of not detaining the hapless sufferers another whole year or more, under a new officer, the present Comptroller have required of him, by you, whatever additional few days of official service may be absolutely necessary to afford full, not partial, justice, the last four weeks of his time having been virtually lost to the subject by the hindrances before explained. The *design* of all these hindrances has been, no doubt, to kill time and obstruct the ordinary business facilities for having full justice.

For such a result I hold not the members of your Cabinet, as above referred to, responsible intentionally. They had no motive and no aptitude for such employment of their minds. The scheme originated, unquestionably, with a defunct postal administration, sating its revenge on Congress, on this law, and on its individual beneficiaries. That revengeful power found apt appliance in the genius of a retained First Assistant Postmaster General.

With profound respect,

JOSEPH L. WILLIAMS.

His Excellency JAMES BUCHANAN,  
*President of the United States.*

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WASHINGTON CITY, May 11, 1858.

SIR: Your communication of yesterday is before me. In behalf of the claimants, I will attend at your office on the day you indicate, and furnish you with several papers we deem important, several of which were before your predecessor when he prepared his report, now on your files. These papers, as now referred to, were withdrawn when the suspension of the case occurred. I do not here refer to several statements of witnesses which were deposited in the office, which were before your predecessor, and which belong there still.

The papers which I expect to commit to your charge to-morrow will no doubt engross, for several days, all your available time, as they may be useful in your preliminary examination, after the interruption that has occurred.

Most respectfully,

JOSEPH L. WILLIAMS.

Hon. W. MEDILL,  
*First Comptroller, &c.*

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WASHINGTON, June 16, 1858.

SIR: After the long delay to which Messrs. Carmick & Ramsey have been subjected since the passage of the law in their favor, you will not be surprised that I, as their attorney, should now respectfully ask an immediate decision of their case.

The recent action of the House of Representatives has removed all the difficulties which heretofore existed, and left nothing to be done but the assessment of the damages "according to the principles of law, equity, and justice." Although the case had assumed such an attitude as to require some congressional action which should relieve you from embarrassment, yet this action of the House is all that was necessary for such a purpose, and was, indeed, all that under the circumstances could be done. The question presented to Congress was: should anything be done to enforce the act? If, when it was thus before Congress, it had decided to repeal it, an act of *legislation* would have been necessary, involving the action of *both* Houses. But the Judiciary Committee of the House determined otherwise, and, therefore, only asked, for the reasons set forth in their report, to be discharged from the further consideration of the subject. This is equivalent to directing that the law be executed, and so Congress, by acting upon the principles of this report, must be understood as having done.

It has been decided by the Supreme Court of the United States, in a case analogous to this, that the action of *one* House of Congress must be taken as sufficiently directory to the accounting officers.—(Kendall *vs.* The United States, 12 Peters, 612.)

But without this decision it is obviously so from necessity, because as Congress can employ no judicial writ to enforce a law, it can in a case like this do nothing more than declare by *either* House that it must be obeyed and executed.

In this case the Judiciary Committee of the House have given, at length, the reasons why, in their opinion, no further legislation was necessary, and the House, *by its action, has adopted those reasons.*

It has been, I apprehend, the universal custom of the accounting officers to look to the reports of committees in aid of the interpretation of statutes; because Congress, by the act of assenting to the report of a committee, necessarily approves both its principles and reasoning. If this rule were not adopted, it would occasion frequent and unpleasant disagreements between the legislative and executive de-

partments. Hence we must look to this report of the Judiciary Committee to see what it establishes. It asserts that the following facts are concluded by the act :

- 1st. The existence of the contract.
- 2d. That the contract was abrogated by the Postmaster General.
- 3d. That damages are due to Carmick & Ramsey in consequence of said abrogation.
- 4th. That the First Comptroller is required to adjudge and award them ; and
- 5th. That when awarded the Secretary of the Treasury must pay them.

And it then proceeds to reaffirm all these propositions by declaring that "it is the duty of the First Comptroller to execute the existing law," for the reason, amongst others, that Congress cannot "use more pointed words of command" than are employed in this statute. They have even gone so far as to say, in view of the necessity of the case, that the question of the *abrogation of the contract* is so clearly decided and concluded by the act, that it "is not a question that can be reviewed, either by the First Comptroller, the Secretary of the Treasury, the Postmaster General, or the President, because "that is a closed question."

What then are the damages to which Carmick & Ramsey are entitled? It cannot be disputed that they are, in the first place, entitled to be repaid the amount actually expended by them in carrying out their contract, with interest. This proposition is too self-evident to require either argument or authority.

There is abundant proof of this amount on file, which was examined by the Committee on Post Offices and Post Roads of the Senate, by whom the original act for their relief was reported. They decided this proof to be sufficient to show that the sum of \$113,000 had been expended, and they, therefore, say that this was the "exact" amount, as shown by an "account of expenditures by an agent in Mexico who is enabled to verify it by items." There is no necessity, therefore, for further examination of this item, as Congress must be understood as having, by adopting the original report of the committee, directed that amount to be paid.

But they went further, and said that this \$113,000 was not "stated as a *proper* measure of damages," that is, that there were also other damages due. The committee call them "an *ampler* allowance, on bases more equitable and determinate;" and they proceed to state what these are, so as to furnish a rule for the First Comptroller, in making the assessment. After asserting some general principles, they cite a case "rendered under both legislative and executive auspices," and decided by your immediate predecessor, which they declare to be authority to govern you in this; that is, the case of Glover & Mather, for carrying the mail on the Ohio and Mississippi rivers; wherein they were allowed and paid for the *profits* which they would reasonably have made if they had been permitted to fulfil the contract. And such is the law, well established by the highest authority.

By the civil law the rule is "that the reparation of damages ought

to be regulated by a view of the cause of the damage and of the events which are the consequence of it."—(1 Cushing's Domat., 1929.)

"In estimating damages due for a thing unjustly taken or withheld, we are to consider not only the thing itself, but the value likewise of its fruits or profits netly arising therefrom."—(Grotius, b. 2, c. 17, 54.)

These general principles are well established at common law, as has been held in a variety of cases decided by our highest courts.

In *Masterson vs. The mayor of Brooklyn*, (7 Hill's R., 62,) there was a contract for the delivery of marble. During the progress of the delivery the party contracting to receive refused to do so after a certain time, and the action was for damages. The circuit judge (Kent) instructed the jury that they "should allow the plaintiffs as much as the performance of the contract would have benefited them; that the plaintiffs were entitled to recover for the unfinished marble not accepted, subject to a deduction of what should be deemed its fair market value; that the jury should confine the damages to the loss of the plaintiffs, but that the benefits or profits which they would have received from the actual performance constituted such loss." He also instructed them that they should allow interest on the outlays of the plaintiffs; also what was just for transportation, and "the reasonable value of the marble unaccepted and unquarried." Upon appeal to the supreme court of New York, this ruling was affirmed in an opinion delivered by Chief Justice Nelson, now of the Supreme Court of the United States, wherein he pointed out very clearly and satisfactorily, the difference between speculative damages not recoverable, and those which are direct and immediate. These latter he held to be recoverable by analogy to the established rules of civil law, and therefore affirmed the doctrine laid down by Judge Kent, that *profits* were recoverable.—(See also *Sedgwick on Dam.*, 75; *New York and Harlem Railroad Company vs. Story*, 6 Barb. S. C. R., 419; *Seaton vs. Second Municipality*, 3 Louisiana Ann. Rep., 45.)

In *White vs. Mosely*, (8 Pick. Rep., 356,) which was an action for trespass for breaking down a milldam, the diminution in the plaintiffs' *profits* on account of the interruption of the mill was allowed; and the same principle was recognized by the supreme court of Vermont in *Clifford vs. Richardson*, (18 Vermont Rep., 620.)

Lord Kenyon went so far, in *Tarleton vs. McGawley*, (Peake's Nisi Prius Cases,) as to hold that an action lay for firing on negroes on the coast of Africa, thereby deterring them from trading with the plaintiff, whereby he lost the profits of their trade; and this is quoted with approbation by Mr. Sedgwick, (*Sedg. on Dam.*, 80.)

There are two other leading cases on this subject of the most binding authority in the country.

In *Fox vs. Harding* (7 Cush. Rep., 516) it was decided that the damages for a breach of contract are such *profits* as would have accrued to the party from the contract, if it had been performed. The court in this case drew a very just and striking distinction between proximate and remote or speculative damages.

They say that the *profits* which form a proper item of damages are those which would have accrued and grown out of the contract itself,

as the direct and immediate result of its fulfilment; but that those that are too speculative to be allowed are such as would have been realized by the party from *other independent and collateral* undertakings, although entered into in consequence and on the faith of the principal contract. They decide that the cost and expenses of the work and materials should be estimated, the contract price deducted, and the price of labor and materials supplied towards the completion of the contract then added.

In the Philadelphia, Wilmington & Baltimore Railroad Company *vs.* Howard, 13 Howard, 344, the direct question before the *Supreme Court of the United States* was, whether *profits* could be allowed by way of damages, for the termination of the contract by one of the parties; and the court decided that they *should be*. They defined profits to be "*the gain which the plaintiff would have made if he had been permitted to complete his contract.*" Speaking of actual damages in such a case, they say, they "*clearly include the direct and actual loss which the plaintiff sustains propter rem ipsam non habitam*"

And they also say that in such a case the "loss is, amongst other things, the difference between the cost of doing the work and the price to be paid for it. This difference is the inducement and real consideration which causes the contractor to enter into the contract. For this he spends his time, exerts his skill, uses his capital, and assumes the risks which attend the enterprise. And to deprive him of it, when the other party has broken the contract, and unlawfully put an end to the work, would be unjust. There is no rule of law which requires us to inflict this injustice. Wherever profits are spoken of as *not* a subject of damages, it will be found that something contingent upon future bargains, or speculations, or states of the market are referred to, and not the difference between the agreed price of something contracted for, and its ascertainable value or cost. (See *Masterson vs. Mayor of Brooklyn*, 7 Hill's R., 61, and cases there referred to) We hold it to be a clear rule that the *gain* or *profit* of which the contractor was deprived by the refusal of the company to allow him to proceed with and complete the work, was a proper subject of damages."

A case came before the late Attorney General, where the question of the measure of damages for breach of contract for carrying the mail was decided. This was Blanchard's case.—(Opinions of Atty. General, vol. 7, 286.) There was, however, this difference between that case and this: that there the rescission of the contract was "*without fault on either side,*" p. 290. It was for that reason that the Attorney General confined the damages to the actual loss. And this he designed to show, by distinguishing that case from those falling within the class to which this belongs, where one of the parties is at fault. In such case as this, he concedes the rule laid down by the Supreme Court of the United States. Speaking of the damages to be inquired of, he says: "And this inquiry consists not of any contingent or collateral advantages which he may have anticipated from the contract, but of the actual value and *profitableness* of the contract itself, as a contract."

Thus, therefore, it is clear that Carmick & Ramsey are entitled to

be paid whatever would have been the just and reasonable profits of their contract; and that the First Comptroller has nothing to do but to "adjust the damages according to the principles of law, equity and justice," so as to ascertain what they are. He is to adjust the damages occasioned by the *abrogation of the contract*—which Congress has declared to be a flagrant and wrongful act. He has no discretion as to the rule of law that determines the measure of damages. He cannot make a rule for himself, merely because he may consider it just. Congress has given him no such power. It requires him to act under existing rules of law that have been established by the courts. The decisions of the Supreme Court of the United States are of the highest authority, and must bind us all, both in and out of office; the government as well as the citizen. The whole duty of the Comptroller will be performed, then, when he shall have made his estimate according to the decisions already quoted. Whatever sum shall be the result of such an estimate, must be paid by the Secretary of the Treasury; and until then the act of Congress will not be executed.

I have stated that the sum actually expended (\$113,000) should be paid *with interest*. This question is different from the general one of the payment of interest by the government for money withheld. The true rule is this: that under such circumstances as would entitle a party to interest at common law he may require it of the government. At common law, where it is agreed, either expressly or impliedly, that interest shall be paid, it may be recovered. Such an agreement is implied when one pays money for the use of another upon a contract. In this case the \$113,000 was paid for the use of the United States, and at their request; and therefore the government should pay interest upon it. In all cases where the accounting officers have been directed to adjust damages sustained by a citizen, by the wrongful act of the government or its officers, upon principles of justice and equity, interest has been allowed. This was conceded by the committee of the House of Representatives, which reported upon what was called the "Galphin claim," and a variety of cases to that effect were referred to.—(See Rep. of Committees, 1st session 31st Congress, No. 334, p. 19, 2d vol.)

It was also admitted in the debate in the House upon the same subject by nearly all the members who participated in it.

This concession is the more controlling since, as is evident from the whole investigation, it was the object of the committee to condemn the allowance of interest in that instance, upon every ground deemed by them even plausible. That there was nothing in the distinction, they would perhaps have seen upon further and unprejudiced reflection, unless it be true, as a proposition of law and morals, that in the absence of express legislative sanction, claims against the United States are to be settled upon principles of injustice and inequity.

With regard, your obedient servant,

REVERDY JOHNSON.

Hon. W. MEDILL,  
*First Comptroller, &c.*



WASHINGTON, June 17, 1858.

SIR: The 6th section of the act of Congress of August 18, 1856, which directs an assessment of damages in favor of Messrs. Carmick & Ramsey, states in direct terms that they are to be assessed "*on account of the abrogation by the Postmaster General of their contract, &c.,*" and directs you "to adjudge and award to them, according to the principles of law, equity, and justice, *the amount so found due.*" Nothing could be more explicit. No language could convey the idea that the contract was abrogated, more directly.

If the law had merely directed an assessment of damages in their favor, arising out of their contract, it would have left the question to be decided whether or not the contract was abrogated. But it did not. On the contrary, it provided for damages arising out of the *abrogation of the contract*. It fixed *that* as the starting point in the investigation, as a fact found by Congress, that neither needed nor authorized any further inquiry.

There is no ambiguity in the language of this act, and therefore no reason for reference to extraneous circumstances to aid in its interpretation. It is like all other acts which direct administrative duty to be performed. It must be obeyed by the performance of the thing directed. That thing is the assessment of the damages due Carmick & Ramsey "*on account of the abrogation*" of their contract. Suppose then you should decide that there was no damages, because the contract was not abrogated, is the act of Congress obeyed? Of course not, and that for the plain reason that Congress in the act, have declared that it *was* abrogated, that there *are* damages to be assessed, and have merely confided the administrative duty of assessing them, to you.

But if the terms of the act were ambiguous, so as to authorize resort to extraneous circumstances to ascertain its meaning, there is abundant evidence in the debates which took place in Congress, to show that the whole proceeding there turned upon the fact of the abrogation of the contract. The act was passed in consequence of the memorial of Carmick & Ramsey, in which they set out the facts that the contract had been abrogated, and that they had been greatly injured thereby. The Postmaster General denied the fact of abrogation, and the issue thus formed was tried by Congress. It was decided in favor of Carmick & Ramsey, and the law was so drawn as to express that fact decisively. The whole debate shows this; and can it be justly pretended that after such an issue has been formed, and thus tried and decided by Congress, having the exclusive right to decide it, the administrative officers of the government possess the power to review it? In my opinion, it cannot.

But besides the debates, there is also the most conclusive evidence of what Congress meant in the language of the report of the Post Office committee of the Senate. There can be no dispute about either the propriety or existence of the practice of referring to congressional reports in such cases. It was settled as a correct rule by Attorney General Wirt, in *Tompkin's case*, in 1823—affirmed by Attorney General Butler in *Thomas's case*, in 1837—and has been recognized

in practice ever since by all the departments of government.—(See opinions Att’y Gen’l, vol 1, p. 597, and vol. 3, p. 294.) In this case the report sets out the whole case, and the facts which go to establish the violation of the contract by the Postmaster General, and then asserts the *fact of its abrogation* in clear and unmistakable terms. And upon the conceded facts of the case, Congress could not do otherwise. If it were competent to go behind the act to argue or prove this proposition, nothing would be easier. Was the contract with Carmick & Ramsey valid and binding? Certainly it was, and Mr. Attorney General Black has so decided. It was so, because it was made under the sanction of an act of Congress; and was therefore, as Judge Black says, “binding in all its parts.” One part of it was that Congress should approve it. Therefore it was a contract, to the effect that Carmick & Ramsey should have an opportunity of obtaining the congressional sanction. But how was this to be done? By the submission of it to Congress, by the Postmaster General, of course. There was no other way. And the obligation on the Postmaster General to submit it to Congress was as binding as any other part or incident of the contract. And this was substantially admitted by him when he gave the orders for the delivery of the mail to the contractors. Under these orders the contractors proceeded to make their arrangements, expended their money, and got ready to execute their contract. But did the Postmaster General perform *his* part of this contract? He did not; for he both refused and failed to submit the matter to Congress, by which he prevented them from obtaining the ratification of their contract. In this he violated the contract, most decidedly. If he did not, why is not the contract still in force? There are but two ways to get rid of a contract—by rescission and abrogation. In this case there was no rescission; therefore it was abrogated, or it would have been sent to Congress to be either affirmed or disaffirmed; and the damages to Carmick & Ramsey were occasioned by the refusal of the Postmaster General to send it to Congress for that purpose.

But he was not only bound to send it to Congress, he was also bound to do every thing that lay in his power to induce Congress to make the appropriation, because, as Judge Black decides, the contract was a legal and valid one. He not only did not do this, but when the matter did get before Congress he used all his influence to prevent any congressional recognition of this legal contract. Thus there was a two-fold violation of it; and it was thus that Congress viewed the matter, as is clearly shown by the act itself, by the debates, and by the report of the committee.

When this act was passed all the facts were before Congress, so that they knew the relations existing between the government and the contractors. They knew that the contract contained the provision that it was to be submitted to Congress, and also that it had not been so submitted. They knew just what the Postmaster General had done, and what he had not done, and what Carmick & Ramsey had done, and what they had not done; and they acted upon the case *just as it was*, by deciding that Carmick & Ramsey, under *just that state of facts*, were entitled to damages. They decided that, by all the circumstances

thus before them, the contract was abrogated ; and that Carmick & Ramsey were entitled to all damages arising therefrom, "according to the principles of law, equity, and justice." And what that damage was, and that alone, is the question submitted to you. All others are precluded.

If there could be any possible doubt that this was the effect of the law, it would be removed by supposing a transposition of its terms, so as to make it read in this way : "that the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated February 15, 1853," shall be adjusted by the First Comptroller of the Treasury, who "is hereby required to adjudge and award to them, according to the principles of law, equity, and justice, the amount" of such damages "so found due," and the Secretary of the Treasury is required to pay the same, &c. Is it not perfectly obvious, if such had been the phraseology, that the only question which the Comptroller could consider and decide would be, the amount of the damages, and not the cause of the damage? And yet I think you will see, upon reflection, that there is not the slightest difference between the supposed and the actual provision.

Under this view of the case it seems to me too clear for argument that the contract was abrogated ; that it has been so declared by Congress ; that there is no administrative authority to go behind the act to examine or contest that fact ; and that it is the duty of the First Comptroller to assess, and of the Secretary of the Treasury to pay, the damages which Carmick & Ramsey have sustained.

I have the honor to be, with regard, your obedient servant,

REVERDY JOHNSON.

Hon. W. MEDILL,  
*First Comptroller, &c.*

WASHINGTON, June 18, 1858.

DEAR SIR : I beg leave to submit an argument on the construction of the spirit of the act of August 18, 1856, for the relief of Carmick & Ramsey.

I do this because, as I understood from you the other day, no argument on the subject had been before you at the time except that of Mr. Attorney General Black.

Respectfully requesting as early a decision as you can conveniently make, I remain truly yours,

REVERDY JOHNSON.

Gov. MEDILL,  
*First Comptroller, &c.*

P. S. If you desire it, I can multiply opinions from the best lawyers in and out of the Congress, concurring with my own.

R. J.

WASHINGTON, June 19, 1858.

SIR: I desire to make a few additional suggestions in the matter of Carmick & Ramsey's claim.

The act for their relief of the 18th of August, 1856, directed the First Comptroller to assess the damages, &c. Mr. Whittlesey then filled that office; the duty was therefore *upon him* to do what the law required. Upon such duty he entered with his accustomed promptness; and received from the claimants an account of their demand, when, very properly, he suspended action, because the then Postmaster General, Mr. Campbell, had brought the matter again before Congress in the nature of an appeal from the former decision of that body. Such appeal failing, Congress declining to repeal or modify the act of 1856, Mr. W. again considered the case. To do this properly, with justice to the United States as well as the claimants, and under a rule of his office in such cases, he caused the Postmaster General to be notified that he or his assistants might attend the examination of the testimony. Instead of doing this, that officer referred the matter to the Attorney General, and asked a further suspension, which was also properly given. When, however, the Attorney General did give his opinion and it was submitted to the Comptroller by the Secretary of the Treasury, the Comptroller at once again entered on the duty imposed by the law of 1856, and so far progressed in it as to decide, *as he had a clear right to do*, that the opinion was not binding upon him, the law devolving upon him the *exclusive jurisdiction over the subject*. In this conclusion, too, he has the express sanction of the President, in a letter on file with the papers in your possession. And having so decided in the exercise of this, his exclusive jurisdiction, he also decided three other questions:

1. That there had been a contract between the claimants and the government.

2. That such contract had been abrogated by the Postmaster General, and

3. That by reason of that abrogation, Carmick & Ramsey had sustained damage.

Having determined these three points, the Comptroller resigned, and in that condition the case came before you. Now, what I wish to suggest is, that to the extent mentioned, the case was *finally disposed of by Mr. Whittlesey and that you are bound so to consider it*; and that what makes the obligation, if possible, more obvious, is the character of the report of the Judiciary Committee of the House, at their recent session, in which they unanimously expressed the same opinion. For the rule that the decision of your predecessor is conclusive upon you, I refer to the case of the United States and the Bank of the Metropolis, (15 Peters' Sup. C. Rep., 400, 401,) and to an official opinion of my own in Fisher's case, acted upon by the Secretary of the Treasury.— (See Opinions of Att'ys Gen'l, vol. 5, p. 97.)

With respect, your obedient servant,

REVERDY JOHNSON.

Governor MEDILL, &c., &c., &c.

BROWN'S HOTEL, *June 20, 1858.*

MY DEAR SIR: I expect to be absent from this city for a few days, and I have noticed that generally while away persons have called on you to inquire about my business, and giving the impression that they were interested or acting for me as agent or counsellor, and I now avail myself of this occasion to say that no person has any authority from me to approach you on *my* business, *except* the Hon. Reverdy Johnson.

I am, very truly, yours, &c.,

E. H. CARMICK.

Hon. WM. MEDILL.

LYNDHURST, NEAR BALTIMORE,  
*August 4, 1858.*

MY DEAR GOVERNOR: I shall be in Washington on Thursday (tomorrow) evening, and will do myself the pleasure to call at your office next Friday morning, at 11 o'clock, in the hope that you may then be able to take up the claim of Carmick & Ramsey.

Yours with much regard,

REVERDY JOHNSON.

Governor MEDILL, *Washington.*

*Carmick & Ramsey claim.*

IN THE SENATE.

*August 11, 1846.*—The Post Office appropriation bill, which originated in and passed the House, was received in the Senate.—(Cong. Globe, p. 2023.)

*August 14.*—Mr. Durkee, from the Committee on Post Offices, made a report in favor of the claim of Carmick & Ramsey, which was ordered to be printed.—(Globe, p. 2098.)

*August 16.*—Mr. Durkee, while the Senate had the Post Office appropriation bill under consideration, as in Committee of the Whole, moved the 6th section in favor of Carmick & Ramsey, as an amendment, and which was adopted—Ayes 19; nays 18.—(Globe, p. 2177.)

*August 16.*—The amendment thus made in Committee of the Whole was concurred in by the Senate—Ayes 26; nays 20.—(Globe, p. 2204.)

IN SENATE.

*August 16.*—Report of committee of conference agreed to.—(Globe, p. 2225.)

## IN THE HOUSE OF REPRESENTATIVES.

*August 16, 1846.*—The House non-concurred in all the amendments of the Senate, and asked a committee of conference, which was granted.—(Globe, p. 2191.)

*Same day.*—Committee of conference reported in favor of retaining the Carmick & Ramsey amendment, among others, which was agreed to without any recorded vote. The remarks of the chairman, Mr. Billinghamurst, on the claim would indicate that the whole subject, rather than the measure of damages merely, was referred to the Comptroller.—(Globe, p. 2199.)

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## No. 3.

*Statement of Claim of Carmick & Ramsey, and papers accompanying.*

WASHINGTON CITY, November 15, 1856.

DEAR SIR: Herewith I submit some papers and documents in the matter of the claim of Carmick & Ramsey, which are added to those I filed with you some weeks since.

You will observe, first, Carmick & Ramsey's statement of their claim.

The expense account, by the agent of Carmick & Ramsey, Mr. Marsh, I have not yet received with his signature and verification. It is a mere inadvertence that it is not here; I saw it in his hands several days since in New York city, and have written to him to forward it. He is the same gentleman who makes the estimate, or *pro forma* account, herewith submitted, of the receipts and expenditures on the Vera Cruz and Acapulco line.

These papers, all taken together, afford a fair view of the intent and nature of this claim. Of course the authors of them have copies, and will give them any desired authentication. It is a comfortable and convenient fact, and likely to forego the necessity of much delay, that these people, who are gentlemen of much intelligence and of high business standing, all reside in the city of New York; there is no need whatever of sending out of the country or far away for any relevant information. Their depositions, if taken in New York city, and under the most technical exactitude of rule, might not, perhaps, under the circumstances, be so satisfactory as if the deponents were before you in person. At your instance, if need be, they can come here. In this your own will is the guide, in view of your convenience and preference.

The law made by Congress for the case, after recognizing the facts of a contract and its abrogation, and that damages are due, commits to you the important consequence, the adjustment of the amount of the damages "according to the principles of law, equity and justice." The contemporaneous exposition of this law recognizes your rule of

damages in a recent important case. Aside from the intrinsic foundation of your decision in that case, I may safely say that the unbiassed professional mind throughout the country has approved it, in view alike of propriety and public policy.

With constant respect and regard, yours,

JOSEPH L. WILLIAMS.

Hon. E. WHITTLESEY,

*Comptroller of the Treasury.*

PHILADELPHIA, *November 13, 1856.*

DEAR SIR: Responding to your communication touching the 6th section of the act of Congress for our benefit, approved August 18, 1856, we now beg leave to state—

We claim, as we are advised we may claim lawfully, equitably, and justly, our contract price for the term of the contract, subject only to such abatement or deduction as may be shown, the burden of proof of such abatement, if any, resting on the government.

We need not here recite the consideration agreed, as that is already of record in your office.

Otherwise, we claim, as we are advised we may claim, lawfully, equitably, and justly, the full value of our contract—what it would have been worth to us had we been permitted to give effect to it according to its intent.

The papers herewith submitted exhibit a fair view of the proportions of our claim. They indicate the sources whence full information may be obtained. Their showings may be readily and speedily verified and authenticated, at your citation; or, if required, as conforming more strictly to the rules of evidence, the intelligent authors of these papers, being in New York city, can at your own call and convenience be had in your presence, and thus, face to face, afford you the fullest and most reliable information.

You are the sole judge of the law and the evidence, under such rule of decision as you may yourself prescribe.

We also claim the amount of the account of outlays and expenses in Mexico, as given by Mr. Marsh.

With great respect, we have the honor to be,

EDWARD H. CARMICK,  
ALBERT C. RAMSEY.

Hon. ELISHA WHITTLESEY,

*First Comptroller, &c.*

The undersigned, S. Wilmer Marsh, having been book-keeper and superintendent for Col. Albert C. Ramsey in Mexico in the management of the contemplated mail route between Vera Cruz and Acapulco, and having had charge of all the horses and mules on the route, do therefore state such facts as came under his immediate notice.

There was purchased and contracted for in Mexico about eleven

hundred horses and mules, and out of this number four hundred and sixty-two horses and thirty mules were delivered to Colonel Ramsey at Puebla and other places on the route, at a cost of twenty-three thousand five hundred and twenty-seven dollars and ninety-two cents (\$23,527 92,) including keep to date of stoppage. Of the above number of horses and mules two hundred and eighty-six (286) were sold for four thousand four hundred and eighty-seven dollars and fifty cents (\$4,487 50.) These horses and mules were in a starving condition at the time of sale, and many died a few days after. The balance of the original number had starved and died on the plains of Puebla and elsewhere, with the exception of fifty-five (55) horses that had been seized for their keeping.

In connexion with this sacrifice of the animals, all the stages and wagons, numbering some twenty-five, besides harness, shoes, and coach extras, were seized and sold for expenses in Mexico. The cause of this deplorable state of affairs was owing to the failure on the part of Col. Ramsey and Mr. Carmick in not being able to raise means necessary in time to purchase grain for the animals, although some thirty thousand dollars (\$30,000) had been sent from New York to Mexico, and a large amount had been raised by drafts in Mexico. All this had been absorbed in sustaining the stock and keeping open the route until Congress should make the necessary appropriation, under the contract of Ramsey and Carmick. But the effect of Postmaster General Campbell's opposition to this contract had so paralyzed the credit of the contractors in Mexico and New York that their drafts were refused on all sides.

S. WILMER MARSH.

Sworn before me this 13th day of June, 1856.

ALLEN NELWELL,  
*Commissioner of Deeds, New York.*

*Number of passengers and amount of treasure passed over the Panama railroad from January 1, 1853, to January 1, 1856, and from January 1 to October 1, 1856—8 months.*

Year.	Passengers.	American treasure.	English treasure.
1853 .....	31,878	\$37,254,829 53	.....
1854 .....	29,621	24,893,350 04	.....
1855 .....	27,815	26,793,174 96	\$816,626,865 83
1856 .....	223,108	†27,472,253 70	†7,858,299 16

\* Number of passengers for eight months, equal to two-thirds of 34,663.

† Amount of treasure for eight months, equal to two-thirds of \$41,208,380 55.

‡ This is for five months, from May 1 to October 1.

§ From May 1, 1855, to May 1, 1856.

JOHN KEELER, *Book-keeper*

OCTOBER 18, 1856.



The following statement is made from figures taken from the books of Adams & Co., who were transacting an express and banking business between New York and San Francisco during the years 1853 and 1854 :

*From January 1, 1853, to January 1, 1854.*

Freight packages	-	-	-	-	-	4,268
Trunks of small parcels	-	-	-	-	-	234
						<hr/> 4,502 <hr/>

Averaging in weight 125 pounds each	-	-	-	562,750
At an expense of about 20 cents per pound	-	-	-	\$112,550
One-half of which amount was for transportation across the Isthmus, say \$56,275.				

*From January 1, 1854, to January 1, 1855.*

Freight packages	-	-	-	-	-	5,779
Trunks of small parcels	-	-	-	-	-	268
						<hr/> 6,047 <hr/>

Averaging in weight 125 pounds each	-	-	-	755,875
At an expense of about 20 cents per pound	-	-	-	\$151,175
One-half of which amount, say \$75,587, was for transportation across the Isthmus.				

Bullion transported from San Francisco to New York in the years 1853 and 1854 :

January 1, 1853, to January 1, 1854	-	-	\$11,463,000 00
Transportation one and one-half per cent.	-	-	171,945 00
One-fourth per cent. for Isthmus transportation, say	-	-	28,657 50
January 1, 1854, to January 1, 1855	-	-	10,871,000 00
Transportation one and one-half per cent.	-	-	163,065 00
One-fourth per cent. for Isthmus transportation, say	-	-	27,177 50

The bullion and freight above referred to was transported via Panama and Nicaragua, and had there been in existence any route between the cities of New York and San Francisco by which that transportation could have been effected in less time than it then was, the tendency would have been to draw the trade to that route to the exclusion of others, more particularly for bullion and trunks of small parcels. Drafts drawn against bullion shipped from San Francisco to the Atlantic cities invariably are sent by most expeditious conveyance, and of necessity shippers of bullion must avail themselves of the earliest conveyance to insure the arrival of the means to protect the drafts when presented. A difference of five or ten days has, in several instances, when gold sent by one route and duplicate drafts by another, caused great expense to bankers, compelling them to raise large

amounts by loan or otherwise to protect the paper thus hurried through in advance of specie.

Personally came before me J. C. Babcock, who deposes that he was cashier for Adams & Co., New York, during the period the above transactions took place, and that the foregoing is a true copy from the books of the company.

J. C. BABCOCK.

Sworn before me, New York, November 8, 1856.

JOHN BISHOP,  
*Commissioner of Deeds.*

Having been engaged in the California business in connexion with the house of Adams & Co., during the period stated in the annexed statement of their transportation business between California and the Atlantic States for the years 1853 and 1854, and having succeeded them in said business, and being now engaged in the same, we most cheerfully corroborate the statement made herewith by Mr. J. C. Babcock, and endorse the opinion therein expressed as to the effect of the shortest route between the two points named, having the natural tendency to monopolize all the carrying trade, whether of treasure, mails, merchandise, or passengers.

FREEMAN & CO.

NEW YORK, *November*, 1856.

*California treasure received at New York in 1853 and 1844 by the steamers of the United States Mail Steamship Line.*

Date.	Steamships.	Amount.	Total.
<b>1853.</b>			
January .....	By steamship Georgia .....		\$1,564,000
February .....	do.....Ohio.....	\$1,565,000	
February .....	do.....Georgia.....	2,121,000	
			3,686,000
March .....	do.....Ohio.....	2,443,600	
March .....	do.....Georgia.....	1,688,000	
			4,131,600
April .....	do.....Illinois.....	2,087,800	
April .....	do.....Georgia.....	2,062,200	
			4,150,000
May .....	do.....Illinois.....	2,283,700	
May .....	do.....Georgia.....	1,870,300	
			4,154,000
June .....	do.....El Dorado.....	662,000	
June.....	do.....Illinois.....	1,109,400	
June .....	do.....Crescent City.....	317,300	
June.....	do.....Georgia.....	1,941,800	
			4,030,500
July.....	do.....Illinois.....	1,835,300	
July.....	do.....Georgia.....	1,383,200	
			3,218,500
August .....	do.....Illinois.....	1,275,000	
August .....	do.....Georgia.....	1,019,400	
			2,294,400
September .....	do.....Illinois.....	683,000	
September .....	do.....Crescent City.....	667,000	
			1,350,000
October .....	do.....Illinois.....	1,204,400	
October .....	do.....Ohio.....	369,300	
			2,073,700
November .....	do.....George Law.....	871,300	
November .....	do.....Illinois.....	874,800	
			1,746,100
December .....	do.....George Law.....	869,800	
December .....	do.....Illinois.....	1,005,000	
			1,874,800
<b>1854.</b>			
January .....	do.....George Law.....	537,600	
January .....	do.....Ohio.....	949,200	
			1,486,800
February .....	do.....George Law.....	796,200	
February .....	do.....Empire City.....	636,100	
			1,432,300
March .....	do.....George Law.....	978,400	
March .....	do.....Ohio.....	780,100	
			1,758,500
April .....	do.....George Law.....	803,600	
April .....	do.....Illinois.....	1,000,500	
			1,804,100
May .....	do.....George Law.....	825,800	
May .....	do.....Illinois.....	705,000	
			1,530,800
June.....	do.....George Law.....	973,500	
June.....	do.....Illinois.....	936,000	
			1,909,500

## CALIFORNIA TREASURE, &amp;c.—Continued

Date.	Steamships.	Amount.	Total.
1853.			
July .....	By steamship George Law .....	\$975, 300	
July .....	.....do..... Illinois .....	977, 500	
August .....	.....do..... Empire City .....	1, 106, 500	\$1, 952, 800
August .....	.....do..... George Law .....	1, 178, 000	
September .....	.....do..... Empire City .....	1, 000, 200	2, 284, 500
September .....	.....do..... George Law .....	1, 201, 400	
October .....	.....do..... North Star .....	598, 500	2, 201, 600
October .....	.....do..... George Law .....	1, 268, 700	
November .....	.....do..... North Star .....	1, 698, 800	1, 661, 200
November .....	.....do..... George Law .....	1, 568, 600	
December .....	.....do..... North Star .....	1, 367, 500	3, 267, 400
December .....	.....do..... George Law .....	1, 473, 600	
			2, 841, 100
1855.			
January .....	.....do..... North Star, arriving in New York Jan., 1855, with treasure from San Francisco, Dec. 15, 1854 .....		1, 119, 600
			59, 523, 800

D. U. CARRINGTON, *Secretary.*

New York, October, 1856.

*Amounts paid and still due by the contractors on account of the mail contracts made with the United States Post Office Department for mails between Vera Cruz and San Francisco.*

## PAYMENTS.

In New York for charter of steamer "Albatross," first trip across with mails .....	\$9,152 43
For mail coaches, wagons, &c., now in Mexico .....	10,610 95
For expenses of agents, board per diem, &c. ....	2,273 00
For office expenses, salaries, &c. ....	8,133 85
For contingent expenses .....	2,656 54
Expenses in Mexico for horses, mules, estafette mails, drivers, duties, &c., freight on rolling stock, wages, rents, office fixtures, stationery, feed for animals, and office expenses .....	23,113 28
	<u>\$55,940 05</u>

## INDEBTEDNESS.

*In New York.*

Two notes in favor I. S. and E. A. Abbott ....	\$4,554 82
Open account due .....	455 30

Three notes in favor of Eaton, Gilbert & Co.	\$3,657 02
Four notes in favor of the Atlantic Insurance Company .....	640 00
One note in favor of I. H. Cotton .....	230 00
Acceptance due I. N. Jeroloman .....	666 82
Acceptance due M. and J. Brown .....	400 00
Acceptance due H. T. Stewart & Co. ....	378 55
Open account due Francis' Life Boat Company .....	265 80
Open account due G. F. Nesbit & Co. ....	175 00
Open account due Charles Bowes .....	100 00
Open account due E. H. Carmick .....	30 00
Open account due Hall, Clayton & Co. ....	150 00
Open account due J. W. Blunt .....	40 00
Open account due for office rent .....	450 00
President R. G. Rankin, for salary .....	2,676 83
Secretary and treasurer, W. Bowes .....	1,223 80
Clerk, F. W. Rankin .....	125 00
Petty accounts, viz: coal, cleaning office, papers, &c .....	100 00
	<hr/> \$16,318 94

*In Mexico.*

Two drafts in favor of G. L. Hammekin .....	4,600 00
Three drafts in favor of N. Davidson .....	11,000 00
Two drafts in favor of H'y A. Mejia .....	1,564 80
One draft in favor of S. C. Ramsey .....	960 00
One note due J. S. Navarro .....	3,585 00
One note due A. Becherel .....	1,000 00
Open account due N. Davidson .....	7,802 81
Open account due G. L. Hammekin .....	4,140 58
Open account due L. S. Hargous .....	800 00
Open account due Smith Rider .....	359 12
Open account due Juan Parra .....	268 29
Open account due C. Markoe .....	266 79
Open account due Harris & Morgan .....	41 20
Open account due S. Tyler .....	55 00
Damages, interest and expenses on \$36,443 59	4,939 77
	<hr/> 41,383 36
Less secured by hypothecation of rolling stock	18,524 81
	<hr/> 22,858 55
	<hr/> 39,177 49

## SUSPENDED ACCOUNTS.

Expenses prior to mail contract, for procuring grants in Mexico which have been assumed by the contractors . . .	18,000 00
	<hr/> 113,117 54

CITY, COUNTY, AND STATE OF NEW YORK.

On this 27th day of November, 1856, before me personally appeared S. Wilmer Marsh, of the said city, who, being by me duly sworn, says : That he is personally acquainted with the facts set forth in the foregoing and annexed statement ; that he was the general accountant and disbursing agent in Mexico, and is intimately acquainted with the facts set forth in the foregoing statement, and believes them to be just and true.

S. WILMER MARSH.

Subscribed and sworn to before me, this 27th day of November, 1856.

MONTGOMERY GIBBS,  
*Notary Public, No. 5 Wall street.*

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NEW YORK, *August 23, 1856.*

SIR: I understand an appropriation has been made by Congress to pay the damages incurred by the parties holding the mail contract between New Orleans and San Francisco, *via* Vera Cruz and Acapulco. "*The Mexican Ocean Mail and Inland Company*," by covenants and full powers of attorney with and from Messrs. Ramsey & Carmick, the ostensible contractors, incurred the expenditures and liabilities on account of this contract, and, so far as Postmaster General Campbell's hostility would permit, performed the conditions of the contract for several months, until stopped by him. Messrs. Ramsey & Carmick have also personally and extrinsic of the company incurred large expenditures. At the proper time the Mexican Mail Company are prepared to show vouchers, &c., for their expenditures, with the full powers from Messrs. Ramsey & Carmick for receiving the appropriation.

Your obedient servant,

ROBERT G. RANKIN,  
*President of Mexican Ocean Mail and Inland Company.*

HON. ELISHA WHITTLESEY,  
*First Comptroller, Treasury Department,*  
*Washington, D. C.*

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NEW YORK, *September 4, 1856.*

DEAR SIR: The Mexican Ocean Mail and Inland Company, or the receiver thereof, are prepared to furnish, at any time they may be notified, the evidence of damages sustained by the abrogation of the New Orleans, Vera Cruz, and San Francisco mail contract, and to

furnish their books in evidence of the fulfillment of the contract by them for and on account of Messrs. Ramsey & Carmick. The whole expenditures and damages were incurred by this company under powers and contracts with Messrs. Ramsey & Carmick; the original contracts and powers being now in possession of the company, ready for exhibition when demanded.

Your obedient servant,

ROBERT G. RANKIN,

*President of Mexican Ocean Mail and Inland Company.*

HON. ELISHA WHITTLESEY,

*First Comptroller, &c., Treasury Department,  
Washington, D. C.*

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NEW YORK, November 8, 1836.

DEAR SIR: Annexed I hand you a statement of the number of passengers that passed over the Nicaragua route for twenty-four consecutive months, commencing November, 1853. These are what we call through passengers. The whole number is forty thousand three hundred and twenty-six (40,326.) The average price is one hundred and twenty-four (\$124) dollars.

In running a line between the Atlantic States and California via Vera Cruz and Acapulco, the advantages of having a mail contract and carrying the United States mails would be two-fold. In addition to the government pay, the feeling of security against delays on the land portion of the route would add very much to the travel and to the receipts of the proprietors.

The contract with the Pacific Mail Steamship Company, to run a semi-monthly line of steamships from San Francisco to connect with yours at Acapulco, for one hundred and thirty-six thousand dollars per annum, was of great importance.

Had you been compelled to place two steamers on the Pacific ocean, the expense of agencies, the depreciation of the value of the ships, and the numerous other outgoes which always attend the beginning of a new enterprise on that coast, it would be difficult to estimate with any degree of accuracy.

A voyage in the tropics in a passenger ship is very debilitating, therefore any route that would remedy that evil, even though the time for making the Isthmus transit should be lengthened, would command a majority of the travel.

I am not without some experience in the matter, having made two trips to California, one via Nicaragua, the other via Panama. A comfortable ride of four days would relieve the tedious and dull monotony of a sea voyage. If the trips could be made in a shorter time, and the heat of the tropics be to a great extent avoided, I have no doubt the travel between California and the Atlantic States would be greatly increased. In the early part of 1854 there were two semi-

monthly and one monthly line in operation, yet all the ships went full. Treasure would inevitably take the shortest route.

A difference of two or three days turned the current from the Panama to the Nicaragua route in 1853.

I have been connected with the Nicaragua line, more or less, since its formation in 1851. All the books relating to the affairs of the Accessory Transit Company are in my keeping. Any further information I can give that will serve you will be cheerfully imparted.

Very respectfully,

JAMES M. CROSS.

E. H. CARMICK.

*Statement of the number of passengers that passed between New York, New Orleans, and San Francisco, over the Nicaragua route, for two years, commencing November 3, 1853, and the average price paid.*

Date.	Number of passengers.	Average price.	Date.	Number of passengers.	Average price.
1853.			1854.		
November .....	2,517	\$111 75	November .....	1,003	\$216 40
December .....	2,109	116 25	December .....	653	225 50
1854.			1855.		
January .....	2,204	111 12½	January .....	758	177 70
February .....	2,682	118 25	February .....	773	153 70
March .....	2,621	131 80	March .....	960	152 50
April .....	2,727	148 70	April .....	2,012	118 87½
May .....	2,172	116 50	May .....	1,406	122 20
June .....	1,752	125 20	June .....	1,741	113 50
July .....	1,233	116 00	July .....	1,510	93 62½
August .....	1,295	105 70	August .....	1,629	77 17
September .....	1,422	120 00	September .....	2,474	100 00
October .....	1,652	158 50	October .....	1,157	116 85

Total number, 40,326. Average price, \$124.

NEW YORK, November 11, 1856.

DEAR SIR: At your request I willingly commit to paper the sum of my verbal assurances, that in my opinion, had you been able to perfect your arrangements for transportation of mails, specie, and passengers across Mexico, through the port of Acapulco, as you proposed, you must of necessity have taken a large proportion of the passengers and treasure over that route, if not the whole. American travellers will take the quickest route, even when the facilities for comfort and safety are inferior to a slower one. Bankers and others will, nay *must*, send their remittances by the route which will soonest carry the drafts made against such remittances; therefore, he who



transports the mails with greatest rapidity can control the transportation of the treasure.

Having been practically intimate with the travel by steam to California, and made it my study since the fall of 1848, passed frequently over the Panama route, and resided several years in California, engaged in the business, I express this opinion with confidence.

Very truly,

E. H. CARMICK, Esq.

J. W. RAYMOND.

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NEW YORK, *November 11, 1856.*

MY DEAR SIR: In answer to your inquiries, I reply, that as early as 1848, immediately on the discovery of gold in California, I established the "Empire City" line of steamships, and placed the Crescent City and Empire City on the route between New York and Chagres, to connect with the steamships of the Pacific Mail Steamship Company, from Panama to San Francisco.

Subsequently, to meet the demand for increased facilities on the Pacific, I established a line on that coast, and despatched from this city the steamers Sarah Sands, New Orleans, Northerner, and Union, to run between Panama and San Francisco. About a year later a combination of interests was effected, and the line I established on this side was merged into the United States Mail Steamship Company, and the line on the Pacific into the Pacific Mail Steamship Company, and ever since, for myself and friends, have held large interests in the lines to California *via* Panama.

Soon after Colonel Ramsey's return from Mexico with his grant for a transit from Vera Cruz to Acapulco, with exclusive mail privileges, I made it my business to investigate the advantages of that route, and became convinced that, if once established, no other route could compete with it in time or comfort, and that, of necessity, it must take a large proportion of the travel between the Atlantic and Pacific cities, and I therefore determined, if possible, to secure the route for lines of steamers with which I was connected, and aided Messrs. Ramsey & Carmick to the best of my ability in procuring a mail contract, with the agreement that the Pacific Mail Steamship Company should have the carrying of the mails on the Pacific, from Acapulco to San Francisco, and entered into an arrangement with Mr. Aspinwall, president of that company, to perform the service for the sum of \$136,000 per annum.

It was with extreme regret that I learned of the failure of the contract with the Post Office Department, not for my own sake only, but for the entire country, and all interested in the rapidly increasing trade with California, to whom the speedy transmission of the mails was of vast importance.

I have examined the *pro forma* account presented by Mr. Marsh, the resident accountant in Mexico of Messrs. Carmick & Ramsey, and am satisfied that he has understated the number of passengers that would have gone by the way of Mexico in preference to any other

route, as thereby the dreaded tropics between Panama and Acapulco would be avoided, and at least from five to eight days saved in time between the Atlantic and Pacific cities. My own impression is, that at least three-fourths of all the California passengers would have taken this route to the full capacity of the transit service. I also notice that Mr. Marsh assumes that two-thirds of the treasure between San Francisco and the Atlantic would be sent by this route. I can see no reason whatever why *all* the treasure should not, as no banker would or could permit the mails containing drafts based upon treasure to be sent by the Mexican route, and the treasure by the way of Panama or Nicaragua reaching the Atlantic cities some five or eight days behind the drafts.

Of the expenses attending the line on the transit from Vera Cruz to Acapulco I can form no opinion, not being conversant with the detail as stated by Mr. Marsh.

Any further information in my power it will afford me pleasure to give; and in the mean time,

I am, very truly, yours,

JOHN T. HOWARD.

Hon. JOSEPH S. WILLIAMS,  
*Washington, D. C.*

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No. 4.

*Liens and injunctions against claim of Carmick and Ramsey.*

NEW YORK, August 17, 1856.

DEAR SIR: We learn that Congress has appropriated some three hundred thousand dollars for the payment of damages to E. A. Carmick and others for the violation of postal contracts for transportation of the mail from New Orleans to San Francisco, via Vera Cruz and Acapulco. These contracts having been assigned to the Mexican Ocean Mail and Inland Company of this city, that company will be entitled to those damages. Our object is to give notice to the proper bureau of the government, which we understand to be that of the Fourth Auditor, that we have recovered judgments against that company for considerable sums, and have suits pending for other large claims, which are undetermined, and which are unsatisfied and unpaid, and that the said company is insolvent, and to desire that such damages should not be paid over to the said company or its agents until such claims are adjusted and provided for.

If needful we will furnish a statement of the amount of said judgments and claims, to the end that such amount may be retained for the use of those we represent.

Judge Wm. Kent has been duly appointed the receiver of the said company, and all its rights are therefore vested in him, and he alone will be entitled to its funds and property.

If this notice should be addressed to any other department of the government please to give it the proper direction.

Respectfully and faithfully, yours,

MANN & RODMAN.

Hon. A. O. DAYTON,

*Fourth Auditor, Washington, D. C.*

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NEW YORK, *August 18, 1856.*

DEAR SIR: An appropriation has been made for the payment to E. H. Carmick and others of the damages sustained by reason of the refusal of Postmaster General Campbell to perform certain contracts for the transportation of mails through Mexico to San Francisco.

These contracts, at the time of the breach of the same, were held by the Mexican Ocean Mail and Inland Company of this city, to which company they were regularly assigned by Carmick and others, the contractors, subject, however, to a partial assignment in favor of the Pacific Mail Steamship Company.

On behalf of certain of the stockholders of the Mexican Ocean Mail and Inland Company I protest against the payment of any portion of the appropriation to E. H. Carmick and his associates.

Respectfully, your obedient servant,

P. W. TURNEY.

Hon. JAMES GUTHRIE,

*Secretary of the Treasury.*

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NEW YORK, *August 25, 1856.*

MY DEAR SIR: I beg to commend to your favorable notice Thomas H. Rodman, Esq., who [who] will hand to you this letter. Mr. Rodman is my partner in business and my son-in-law, a young man in whom I place the fullest and most implicit confidence. You may, therefore, rely upon him in all things.

Faithfully and ever your friend and obedient servant,

A. MANN, Jr.

Hon. E. WHITTLESEY,

*First Comptroller, &c., &c.*

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110 BROADWAY, NEW YORK,

*August 25, 1856.*

DEAR SIR: In the civil appropriation bill there is a provision for the payment to E. H. Carmick and A. C. Ramsey of the damages sustained by them by reason of the refusal of Postmaster General Campbell to

carry out the contract with them for the transportation of mails through Mexico to San Francisco, via Vera Cruz and Acapulco.

This contract was regularly assigned by them to the Mexican Ocean Mail and Inland Company of this city in the early part of the year 1853, and was held by the company at the time of the breach of the contract and at the time of their insolvency.

Judge William Kent, of this city, has been appointed the receiver of the company, and as such receiver has succeeded to all its rights in the contract in question.

Messrs. Carmick & Ramsey have no interest in the same, except, perhaps, as stockholders of the corporation.

I am the representative and attorney of stockholders of the same corporation to a large amount, and in their behalf I object to the payment of any money whatever to Messrs. Carmick & Ramsey on account of the contract in question.

Respectfully, your obedient servant,

P. W. TURNEY.

HON. ELISHA WHITTLESEY,  
*Comptroller, &c., Washington, D. C.*

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NEW YORK, *August 26, 1856.*

DEAR SIR: The contract with E. H. Carmick and Albert C. Ramsey, for the transportation of mails from Vera Cruz, in Mexico, to San Francisco, dated the 15th day of February, 1853, on account of which a provision has been made in the civil appropriation bill, was held by Carmick & Ramsey for the use of the Mexican Ocean Mail and Inland Company, and as and for the sole and exclusive property of such company.

I have been appointed the receiver of the estate and effects of such company, and as such receiver am entitled to be paid all damages which have arisen from the refusal of the Postmaster General to carry out the contract.

Respectfully, your obedient servant,

WILLIAM KENT,  
*Receiver of the M. O. M. & I. Company,  
per P. W. Turney, his attorney.*

HON. ELISHA WHITTLESEY,  
*Comptroller, &c., Washington, D. C.*

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[Private.]

EVERETT HOUSE,  
*New York, September 18, 1856.*

MY DEAR SIR: In the General Post Office appropriation bill of the last session a provision was inserted referring Mr. E. H. Carmick's claim to you for adjudication. Will you do me the kindness to let

me know if you have yet made a decision in the case, (Carmick's,) and if not, if it will probably soon be disposed of.

Very truly, your friend and servant

GEO. W. BREGA.

Hon. ELISHA WHITTLESEY.

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45 WALL STREET,  
New York, October 1, 1856.

SIR: We see by the 6th section of the post office act, No. 56, that you are required to pay to Messrs. Carmick & Ramsey whatever may be awarded to them by the First Comptroller of the Treasury on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th February, 1853.

We have the honor to enclose copies of two agreements between Messrs. Carmick & Ramsey and the Mexican Ocean Mail and Inland Company, by which you will see that Messrs. Carmick & Ramsey received these contracts for the sole use and benefit of that company, who are the only parties that actually suffered by reason of the action of the Postmaster General.

In consequence of that action the corporation became insolvent, and its effects passed into the hands of the Hon. William Kent, of this city, appointed receiver under decree of court.

We lay these papers before you in his name, asking that they be regarded as a power to the company, and through the company to its official assignee, to receive whatever sums may be awarded to Messrs. Carmick & Ramsey.

The original instruments will be at your service when called for.

We have the honor to be, sir, very respectfully, your obedient servants,

EATON & DAVIS,

*Attorneys at law for the receiver.*

HON. SECRETARY OF THE TREASURY,

Washington, D. C.

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*To all to whom these presents shall come, greeting:* Know ye, that it is hereby covenanted, granted, and agreed between Albert C. Ramsey and Edward H. Carmick, of the one part, and The Mexican Ocean Mail and Inland Company, of the other part, in the manner following:

For that whereas Albert C. Ramsey, formerly of the State of Pennsylvania, has heretofore procured and obtained from the government of the republic of Mexico, or of the government of certain of the States of said republic, sundry grants, privileges, and franchises in

respect to the navigation of the river Mescala, the construction of roads, and the transportation of mails in said republic, which said grants, privileges, and franchises were procured for and on behalf of sundry persons associated in the United States, and now represented by The Mexican Ocean Mail and Inland Company; and whereas the said The Mexican Ocean Mail and Inland Company have assumed the grants, privileges, and franchises aforesaid, and are proceeding to the execution and development of the same; and whereas, for the better and more perfect assurance and development of the same, the said Albert C. Ramsey and Edward H. Carmick have procured from the United States government a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the United States, bearing date the fifteenth day of February, one thousand eight hundred and fifty-three: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, for themselves, their heirs, executors and administrators, and assigns, respectively, doth each for himself, and not the one for the other, severally covenant, promise, and agree, to and with The Mexican Ocean Mail and Inland Company, that they have held, and do now hold, and will continue to hold, the said contract, and any extension or renewal of it, to and for the use of The Mexican Ocean Mail and Inland Company and their successors and assigns, as and for their sole and exclusive property, together with all the issues and profits therefrom or payments for the same, or any future increase of service under it; and that they will, in due form of law, make and execute, under the appointment in writing of the said The Mexican Ocean Mail and Inland Company, all, every and whatever contract, covenant, agreement, or instrument that may be necessary for the development, and prosecution, and operation of a through mail line from New Orleans to San Francisco; and that the said contract shall be for the use, benefit, and profit of the said The Mexican Ocean Mail and Inland Company, their successors and assigns; and that all and every payment or appropriation for or on account of said contract, or for the enlargement of the service under it, or for any part thereof, shall be held, received, and taken by them for and on account of the said The Mexican Ocean Mail and Inland Company, and shall be paid over to their order or appointment, or as they may in writing direct; and that they will do every necessary act or thing whereby this agreement may be in good faith fulfilled and executed by them or either of them.

And the said The Mexican Ocean Mail and Inland Company doth covenant, promise and agree that the said Albert C. Ramsey and Edward H. Carmick shall be held free and harmless of and from all loss and damage by reason of the non-performance of any of the conditions of the said contract, by or on the part of those who may be legally chargeable with the performance or execution of said contract.

In witness whereof, the parties hereto have in duplicate respectively and interchangeably set their seals, and caused the same to be duly subscribed and attested, this seventeenth day of March, in the year

of our Lord one thousand eight hundred and fifty-three, in the city of New York.

ALBERT C. RAMSEY, [L. s.]  
EDWARD H. CARMICK, [L. s.]  
THE MEXICAN OCEAN MAIL

AND INLAND COMPANY, [L. s.]

ROBERT. G RANKIN,

Witness: SAM. W. MARSH.

*Pres't.*

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DUPLICATE.

*To all whom these presents shall come greeting:* Know ye that it is hereby covenanted, granted, and agreed, between The Mexican Ocean Mail and Inland Company of the one part, and Albert C. Ramsey of the other part, in the manner following: For that whereas the said Albert C. Ramsey, formerly of the State of Pennsylvania, has heretofore procured and obtained from the government of the republic of Mexico, or the government of certain of the States of the said republic. sundry grants, privileges, and franchises in respect to the navigation of the river Mescala, the construction of roads and the transportation of mails in said republic; which said grants, privileges, and franchises were procured for and on behalf of sundry persons associated in the United States, now represented by The Mexican Ocean Mail and Inland Company: And whereas the said The Mexican Ocean Mail and Inland Company have assumed the grants, privileges, and franchises aforesaid, and are proceeding to the execution and development of the same: And whereas, for the better and more perfect assurance and development of the same, the said Albert C. Ramsey and Edward H. Carmick have procured from the United States government a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the United States, bearing date the fifteenth day of February, one thousand eight hundred and fifty-three: And whereas the said Edward H. Carmick, in fulfilment of the same design of the better assurance and development of said grants, privileges, and franchises, has procured in his own name a contract bearing date the fifteenth day of February, one thousand eight hundred and fifty-three, for the transportation of the United States mail from New Orleans to Vera Cruz: And whereas both the aforesaid contracts have in fact been procured for the benefit of and for the sole enjoyment and profit of the said The Mexican Ocean Mail and Inland Company: Now, therefore, the said Albert C. Ramsey, for himself and his legal representatives, doth covenant and agree that he will well and faithfully transport said mails across the republic of Mexico, from Vera Cruz to San Francisco, according to the tenor, conditions, and liabilities of said United States contracts, so that the mails shall be carried according to the intents and purposes of said contract and in fulfilment of the object of the said Company.

And further, that he will, when requested so to do, by any letter of instructions to such effect, do, perform, and execute all, each and every matter and thing requisite and necessary to be done for the execution of said mail contracts and in furtherance of the interests of the company; but all such duties and performances shall be at the cost, charge, and expense of the said The Mexican Ocean Mail and Inland Company.

And the said, The Mexican Ocean Mail and Inland Company, for themselves and their successors, do covenant and agree with the said Albert C. Ramsey that they will furnish the said Albert C. Ramsey the means and facilities for such mail transportation and other purposes as may be specified in any letter of instructions to that effect, and will save and hold him harmless from loss or damage by reason of the faithful performance of any of the duties specified in any such letter of instructions; and further, that they will pay to the said Albert C. Ramsey the allowance for monthly expenses that may be agreed upon between the parties hereto.

In witness whereof, the said parties have executed the same in duplicate this fifth day of May, one thousand eight hundred and fifty-three.

ROBERT G. RANKIN,  
*President, &c.* [SEAL.]

ALBERT C. RAMSEY. [SEAL.]

Sealed and delivered in the presence of  
PIERRE M. IRVING.

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UNITED STATES OF AMERICA, STATE OF NEW YORK,  
*City and County of New York, ss:*

On this twelfth day of May, one thousand eight hundred and fifty-three, before me, Pierre M. Irving, notary public duly commissioned and sworn, dwelling in the city of New York, personally came Robert G. Rankin, President of The Mexican Ocean Mail and Inland Company, and Albert C. Ramsey, the individuals who executed the within agreement, and severally acknowledged that they executed the same. And the said Robert G. Rankin, being by me duly sworn, deposes and says that he is the President of The Mexican Ocean Mail and Inland Company, that the seal affixed to the within agreement, opposite to his signature, is the corporate seal of the said company, and was affixed to the said agreement by order of the said company, for the purposes therein mentioned; and that he, by like order, did subscribe his name thereto as president of the said company.

In testimony whereof, I have hereunto subscribed my name and [SEAL.] affixed my notarial seal the day and year above written.

PIERRE M. IRVING,  
*Notary Public.*



NEW YORK, *October 3, 1856.*

MY DEAR SIR: We are informed here that a bill was passed by the last Congress directing the Secretary of the Treasury to pay to A. C. Ramsey whatever amount of loss he incurred by reason of a contract between the Post Office Department and him to convey the mail across Mexico up to San Francisco. As all loss in that respect was borne by a company here, the stockholders in which have been sued for the debts representing this loss and adjudged to pay the amount, I take the liberty of writing to you to inquire if any movement has as yet been made by Mr. Ramsey towards obtaining the money.

My father-in-law, Mr. Stetson, here has been mulcted in \$10,000 as one of the stockholders, and if there be any way that he can be reimbursed, I know that your kindly feelings towards him would induce you to give him all legitimate aid.

Please consider this as private.

Yours, truly,

JOHN E. DEVELIN.

Hon. P. G. WASHINGTON, *&c., &c.*

[Private.]

110 BROADWAY, NEW YORK, *March 24, 1857.*

DEAR SIR: We understand that Messrs. Carmick & Ramsey are now making proof before you of the damages resulting from the refusal of Postmaster General Campbell to carry out the contract with them for the transportation of mails between Vera Cruz and San Francisco.

Permit us to remind you of the promise which you made us last year, to inform us of the result of your deliberations in the matter in time to enable us to take measures, if any should be deemed advisable, to prevent the diversion of the award from the parties equitably entitled to the same.

Respectfully, your obedient servants,

VARNUM & TURNEY.

Hon. ELISHA WHITTLESEY,  
*Comptroller, &c.*

NEW YORK SUPREME COURT, *County of New York.*

William H. Aspinwall, Robert B. Coleman, and Charles A. Stetson, *against* Edward H. Carmick, Albert C. Ramsey, The Mexican Ocean Mail and Inland Company, and William Kent, receiver of the property and estate of The Mexican Ocean Mail and Inland Company.

The complaint of William H. Aspinwall, Robert B. Coleman, and Charles A. Stetson, of the city of New York, represents: that some-

time in or about the month of March, one thousand eight hundred and fifty-three, a contract or agreement was entered into between the United States of America and Albert C. Ramsey and others, in the words and figures following, to wit:

This article of contract, made the fifteenth day of February, in the year one thousand eight hundred and fifty-three, between the United States, acting in this behalf by their Postmaster General, and Albert C. Ramsey and Edward H. Carmick, William H. Aspinwall, and Edwin Bartlett, of the city of New York; Silas C. Herring, Elihu Townsend, Simeon Draper, and R. B. Coleman, of the same place, witnesseth: That whereas, by an act of Congress passed March 3, 1845, entitled "An act to provide for the transportation of the mail between the United States and foreign countries, and for other purposes," the Postmaster General is authorized to contract for the transportation of the United States mail between any of the ports of the United States and a port or ports of any foreign power whenever, in his opinion, the public interest will thereby be promoted: And whereas, by another act of Congress passed March 3, 1851, entitled "An act to establish certain post roads in the United States and the Territories thereof," the Postmaster General is authorized to enter into contracts for a period not longer than four years for transporting through any foreign countries the mails of the United States, and that in making such contracts the Postmaster General shall be bound to select the speediest, safest, and most economical route: And whereas, notice has been given by advertising, in accordance with the directions of said act, for inviting proposals for mail contracts under and by virtue of the acts aforesaid: And whereas, Albert C. Ramsey and Edward H. Carmick have been accepted, according to law, as contractors for transporting the mail on route No. 9, from Vera Cruz, via Acapulco, to San Francisco and back, twice a month, according to the schedule hereinafter mentioned, in thirteen days each way, being an extension of two of the trips on the New Orleans and Vera Cruz line through Mexico for the purpose of conveying the mails, and thus making one through line in sixteen days between New Orleans and San Francisco, at and for the sum of four hundred and twenty-four thousand dollars per year, for and during the term commencing from the time Congress shall ratify this contract, and ending four years from that date, with the right reserved to the Postmaster General to continue it one year longer, at the same terms: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, contractors, and Silas C. Herring, Elihu Townsend, Simeon Draper, Robert B. Coleman, William H. Aspinwall, and Edwin Bartlett, their sureties, do jointly and severally undertake, covenant, and agree with the United States, and do bind themselves:

1. To carry said mail within the times fixed in the annexed schedule of departures and arrivals, and so carry until said schedule is altered by the authority of the Postmaster General of the United States, as hereinafter provided, and then to carry according to said altered schedule.

2. To carry said mail in a safe and secure manner, free from wet

or other injury, in weather proof bags and vehicles on the land route, and in a separate and convenient apartment on shipboard, to be suitably fitted up, under order of the department, at the expense of the contractors, for the assorting and safe-keeping of the mails, and<sup>1</sup> for the sole and exclusive occupation, use, and accommodation of the Post Office Department and its mail agent, if the Postmaster General shall require it, for the use and accommodation of the mail and mail agent, and such mail agent is to be conveyed without further charge.

In case the contractors fail to furnish such suitable accommodation, the department shall have the right to provide the bags, vehicles, or other suitable accommodations, at the expense of the contractors.

3. To take the mail and every part of it from, and deliver it and every part of it into, the post office at San Francisco, and to and from the mail steamers at Vera Cruz, on the New Orleans and Vera Cruz line; and also to deliver and receive the mails at San Diego and Monterey regularly, by each trip going and returning, as is now done by the "Pacific Mail Steamship Company."

They also undertake, covenant, and agree with the United States, and do bind themselves jointly and severally, as aforesaid, to be answerable for the person to whom the said contractors shall commit the care and transportation of the mail, and [be] accountable to the United States for any damages which may be sustained by the United States through his unfaithfulness or want of care; and that the said contractors will discharge any carrier of said mail whenever required to do so by the Postmaster General; also, that they will not transmit by themselves or their agent, or be concerned in transmitting commercial intelligence more rapidly than by mail, and they will not carry out of the mail letters or papers which would not go by post; and that they will not knowingly convey any person carrying on the business of transporting letters or other mail matter, without the consent of the department; and further, that the said contractors will convey, without additional charge, post office blanks, mail bags, and the special agents of the department, on the exhibition of their credentials.

They further undertake, covenant, and agree with the United States, that the said contractors will collect quarterly, if required by the Postmaster General, of postmasters on said route, the balances due from them to the General Post Office, and faithfully render an account thereof to the Postmaster General on the settlement of quarterly accounts, and will pay over to the General Post Office all balances remaining in their hands.

For which services when performed, the said Albert C. Ramsey and Edward H. Carmick, contractors, are to be paid by the said United States the sum of four hundred and twenty-four thousand dollars a year, to wit: quarterly in the months of May, August, November, and February, through the postmasters on the route or otherwise, at the option of the Postmaster General of the United States; said pay to be subject, however, to be reduced or discontinued by the Postmaster General as hereinafter stipulated, or to be suspended in case of delinquency.

It is hereby stipulated and agreed by the said contractors and their sureties, that the Postmaster General may increase the service or

change the schedule, he allowing a pro rata increase of compensation within the restrictions imposed by law for the additional service required ; but the contractors may in case of increased service or change of schedule, relinquish the contract, on timely notice, if they prefer it to the change.

It is hereby also stipulated and agreed by the said contractors and their sureties, that in all cases there is to be a forfeiture of the pay of a trip when the trip is not performed, and of not more than three times the pay of a trip when the trip is not duly performed and no sufficient excuse for the failure is furnished ; a forfeiture of at least one-fourth part of it when the running is so far behind time as to lose connection with a depending mail, unless it is shown that the same was not caused by neglect or want of proper skill or misconduct ; and a forfeiture of a due proportion of it when a grade of service is rendered inferior to the mode of conveyance above stipulated ; and that these forfeitures may be increased into penalties of a higher amount according to the nature or frequency of the failure and the importance of the mail ; also, that fines may be imposed upon the contractors unless the delinquency be satisfactorily explained to the Postmaster General in due time, for failing to take from or deliver at a post office or a steam vessel, the mail or any part of it ; for suffering it to be wet, injured, lost, or destroyed ; for carrying it in a place or manner that exposes it to depredation, loss, or injury, by being wet or otherwise ; for refusing, after demand, to carry a mail in any vessel or other vehicle which the contractors run or are concerned in running on the route beyond the number of trips above specified ; or for not arriving at the time set in the schedule, unless not caused by neglect or want of proper skill, or misconduct. And for setting up or running an express to transmit letters or commercial intelligence in advance of the mail, or for transporting knowingly or after being informed, any one engaged in transporting letters or mail matter in violation of the laws of the United States, a penalty of five hundred dollars may be exacted for each offence and for each article so carried.

And it is hereby further stipulated and agreed by the said contractors and their sureties that the Postmaster General may annul the contract for repeated failures, for violating the post office laws, for disobeying the instructions of the department, for refusing to discharge a carrier or any person having charge of the mail by his direction when required by the department, for assigning the contract without the consent of the Postmaster General, for setting up or running an express as aforesaid, or for transporting persons conveying mail matter out of the mail as aforesaid, or whenever the contractors or either of them shall become a postmaster, assistant postmaster, or member of Congress. And this contract shall in all parts be subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And it is hereby further stipulated and agreed by the said contractors that the steam vessels for the service between San Francisco

and Acapulco shall be of a class contemplated by the act of Congress passed March 3, 1845, entitled "An act to provide for the transportation of the mail between the United States and foreign countries, and for other purposes," and that the same shall be delivered to the United States or their proper officers on demand made for the purpose of being converted into vessels-of-war, according to the tenor and terms of the said act.

And it is hereby further expressly understood that this contract is to have no force or validity until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect.

In witness whereof the Postmaster General has caused the seal of the Post Office Department to be hereto affixed, and has attested the same by his signature; and the said contractors and their sureties have hereunto set their hands and seals the day and year set opposite their names respectively.

S. D. HUBBARD, [SEAL.] March 3, 1853.  
*Postmaster General.*

WM. H. ASPINWALL, [SEAL.] March 3, 1853.

EDWIN BARTLETT, [SEAL.] March 3, 1853.

*By Wm. H. Davidge, their Att'y.*

ALBERT C. RAMSEY, [SEAL.] February 25, 1853.

EDWARD H. CARMICK, [SEAL.] February 25, 1853.

SILAS C. HERRING, [SEAL.] February 25, 1853.

ELIHU TOWNSEND, [SEAL.] February 25, 1853.

SIMEON DRAPER, [SEAL.] February 25, 1853.

R. B. COLEMAN, [SEAL.] February 25, 1853.

THE MEXICAN OCEAN MAIL

AND INLAND COMPANY, [SEAL.] February 25, 1853.

*By ROBERT G. RANKIN, President.*

Signed, sealed, and delivered by the Postmaster General, in the presence of—

JAMES LAWRENCE,

R. T. MCLAIN.

And by the other parties hereto in the presence of—

J. B. NOTT, witness for A. C. Ramsey, S. Draper, and R. B. Coleman, and Edward H. Carmick.

EDWARD S. GUILD, witness to S. C. Herring.

Witness to Wm. H. Davidge's signature, as attorney of Wm. H. Aspinwall and Edwin Bartlett—

JAMES LAWRENCE,

R. T. MCLAIN.

Witness to R. G. Rankin's signature—

JNO. T. HOWARD.

I hereby certify that I am well acquainted with Albert C. Ramsey, and Edward H. Carmick, and Silas C. Herring, Elihu Townsend, Simeon Draper, and R. B. Coleman, and the condition of their property; and that after full investigation and inquiry I am well satisfied that they are good and sufficient sureties for the amount in the foregoing contract.

WM. V. BRADY,  
*Postmaster in New York.*

*The schedules of departures and arrivals.*

Leave Vera Cruz on the 4th and 17th of each month.  
Arrive at Acapulco by the 9th and 22d of each month.  
Leave Acapulco on the 9th and 22d of each month.  
Arrive at San Francisco by the 17th and 30th of each month.  
Leave San Francisco on the 8th and 24th of each month.  
Arrive at Acapulco by the 16th and 1st of each month.  
Leave Acapulco on the 16th and 1st of each month.  
Arrive at Vera Cruz by the 21st and 6th of each month—

as by the said contract, to which the plaintiffs refer, will, upon reference, appear.

The plaintiffs further show, upon information and belief, that The Mexican Ocean Mail and Inland Company was, in the month of January, 1853, incorporated pursuant to and for the purposes mentioned in an act of the people of the State of New York, represented in senate and assembly, entitled "An act for the incorporation of companies formed to navigate the ocean by steamships," passed April 12, 1852, and the said company had their principal office for the transaction of business in the city of New York.

The plaintiffs further show that sometime on or about the seventeenth day of March, one thousand eight hundred and fifty-three, a certain contract or agreement in writing was made and entered into between the said Albert C. Ramsey and Edward H. Carmick of the one part, and The Mexican Ocean Mail and Inland Company of the other part, sealed with the seals of the said Carmick & Ramsey and with the common seal of the said corporation, in the words and figures following, to wit:

To all to whom these presents shall come, greeting: Know ye, that it is hereby covenanted, granted, and agreed between Albert C. Ramsey and Edward H. Carmick of the one part, and The Mexican Ocean Mail and Inland Company of the other part, in the manner following:

For that whereas Albert C. Ramsey, formerly of the State of Pennsylvania, has heretofore procured and obtained from the government of the republic of Mexico, or of the government of certain of the

States of said republic, sundry grants, privileges, and franchises in respect to the navigation of the river Mescal, the construction of roads, and the transportation of mails in said republic, which said grants, privileges, and franchises were procured for and (in) behalf of sundry persons associated in the United States, and now represented by The Mexican Ocean Mail and Inland Company; and whereas the said The Mexican Ocean Mail and Inland Company have assumed the grants, privileges, and franchises aforesaid, and are proceeding to the execution and development of the same; and whereas, for the better and more perfect assurance and development of the same the said Albert C. Ramsey and Edward H. Carmick have procured from the United States government a contract for carrying the mails of the United States from Vera Cruz, in Mexico, to San Francisco, in the United States, bearing date the fifteenth day of February, one thousand eight hundred and fifty-three: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, for themselves, their heirs, executors, administrators, and assigns, respectively, doth each for himself and not the one for the other, severally covenant, promise, and agree to and with The Mexican Ocean Mail and Inland Company that they have held, and do now hold, and will continue to hold the said contract, and any extension or renewal of it, to and for the use of The Mexican Ocean Mail and Inland Company, and their successors and assigns, as and for their sole and exclusive property, together with all the issues and profits therefrom, or payments for the same or any future increase of service under it, and that they will, in due form of law, make and execute, under the appointment in writing of the said The Mexican Ocean Mail and Inland Company, all, every, and whatever contract, covenant, agreement, or instrument that may be necessary for the development, and prosecution, and operation of a through mail line from New Orleans to San Francisco; and that the said contract shall be for the use, benefit, and profit of the said The Mexican Ocean Mail and Inland Company, their successors and assigns, and that all and every payment or appropriation for or on account of said contract, for the enlargement of the service under or for any mail thereof, shall be held, received, and taken by them for and on account of the said Mexican Ocean Mail and Inland Company, and shall be paid over to their order or appointment, or as they may in writing direct; and that they will do every necessary act or thing whereby this agreement may be in good faith fulfilled and executed by them or either of them; and the said The Mexican Ocean Mail and Inland Company doth covenant, promise, and agree that the said Albert C. Ramsey and Edward H. Carmick shall be held free and harmless of and from all loss and damages by reason of the non-performance of any of the conditions of said contract by or on the part of those who may be legally chargeable with the performance or execution of the said contract.

In witness whereof, the parties hereto have in duplicate, respectively and interchangeably, set their seals, and caused the same to be duly subscribed and attested, this seventeenth day of March, in the

year of our Lord one thousand eight hundred and fifty-three, in the city of New York.

Witness—

SAMUEL W. MARSH.

ALBERT C. RAMSEY,	[SEAL.]
EDWARD H. CARMICK,	[SEAL.]
THE MEXICAN OCEAN MAIL	
AND INLAND COMPANY,	[SEAL.]
ROBERT G. RANKIN, <i>President.</i>	

as by the last mentioned contract or agreement will, upon reference, appear.

The plaintiffs further show, upon information and belief, that, in pursuance of the said last mentioned contract or agreement so entered into between the said Carmick & Ramsey and the Mexican Ocean Mail and Inland Company, the said corporation assumed the whole burden of the execution of the contract aforesaid between the United States of America and the said Edward H. Carmick and Albert C. Ramsey for the transportation of mails from Vera Cruz, in Mexico, via Acapulco, to San Francisco, and back; and for the purposes of such contract, the said Mexican Ocean Mail and Inland Company purchased and contracted for a large number of mules and horses, and purchased and transported to Mexico coaches, wagons and ceteras, and their appurtenances, and other rolling stock. That in the month of August, one thousand eight hundred and fifty-three, the materials for the line being collected and placed upon the route between the cities of Vera Cruz and Acapulco, the said company commenced transporting the United States mail between Vera Cruz, via Acapulco, and San Francisco, in pursuance and in full compliance with the terms of the said contract between the United States of America and Edward H. Carmick and Albert C. Ramsey, and continued in the performance of such mail service until some time in or about the month of December, in the same year, when, in consequence of the refusal of the then Postmaster General of the United States to recognize the said mail contract as binding upon the United States of America, the said mail service was abandoned. That, as the plaintiffs are informed and believe, the said The Mexican Ocean Mail and Inland Company, in establishing the mail route under the terms of the said contract with the United States of America, and in making preparations for and in carrying the mails in pursuance thereof, contracted a large amount of indebtedness, exceeding in the aggregate the sum of fifty thousand dollars, the whole or the greater part of which is owing and unpaid. That no sum of money whatever was paid or expended by the said Carmick & Ramsey, or either of them, or by any person in their behalf, in relation to the said mail service, or in carrying out or in attempting to fulfil the terms of their said contract with the United States of America, as aforesaid.

That, as the plaintiffs are advised and believe, the Mexican Ocean Mail and Inland Company as between such company and the said Carmick & Ramsey are entitled to all the advantages and benefits to be



derived from the said contract between the United States of America and Carmick & Ramsey since the assignment thereof to said company by said Carmick & Ramsey, on the 17th day of March, 1853, as aforesaid, and to all damages which may have resulted by reason of any breach of the said contract.

The plaintiffs further show that, by an act of Congress passed August 18, 1856, it is provided as follows:

"SEC. 6. *And be it further enacted*, That the First Comptroller of the Treasury be, and he is hereby required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to carry the mail on Vera Cruz, Acapulco, and San Francisco route, dated the fifteenth February, eighteen hundred and fifty-three, to be adjudged and awarded to them according to the principles of law, equity, and justice, the amount so found due; and the Secretary of the Treasury is hereby required to pay the same to the said Carmick & Ramsey, out of any money in the treasury not otherwise appropriated."

That the contract referred to in the said act of Congress is the same contract which is hereinbefore set forth.

The plaintiffs further show, upon information and belief, that the said Albert C. Ramsey and Edward H. Carmick, under the said act of Congress, have presented a claim for the damages sustained under the said contract to Elisha Whittlesey, First Comptroller of the Treasury, and have made and presented to him sundry proofs of such damages. That the damages so claimed by the said Carmick & Ramsey consist in part of the various sums of money expended and debts incurred by the Mexican Ocean Mail and Inland Company in establishing the said mail route, and in transporting the United States mails under the said contract.

That, as the plaintiffs are informed and believe, the said Elisha Whittlesey, Comptroller as aforesaid, has not yet made his award in the said matter, but it is expected that he will report thereon in a few days.

The plaintiffs further show, upon information and belief, that the said Edward H. Carmick and Albert C. Ramsey set up and pretend that they are the sole persons entitled to damages which may be awarded in pursuance of the said act of Congress, resulting from the breach of the said contract.

The plaintiffs further show that they are apprehensive that if the award which may be made by the said Elisha Whittlesey, Comptroller, &c., in pursuance of the said act of Congress, shall be paid to the said Edward H. Carmick and Albert C. Ramsey, the same will be applied by them to their own use, in fraud of the rights of the creditors and stockholders of the Mexican Ocean Mail and Inland Company, and will be wholly lost to such creditors and stockholders.

That the said Mexican Ocean Mail and Inland Company is insolvent and unable to pay its debts, and has been insolvent for more than one year. That William Kent, of the city of New York, was, on or about the 13th day of June, 1854, appointed by the superior court of the city of New York the receiver of the property, estate, and effects of

the said company, but the plaintiffs are advised and believe that the said court had not jurisdiction in the appointment of such receiver, and that no title to the property or effects of the said corporation vested in the said William Kent as such receiver.

That the plaintiff, William H. Aspinwall, is a stockholder in the said Mexican Ocean Mail and Inland Company to the amount of five hundred shares of the capital stock thereof, of the par value of fifty thousand dollars. That by the terms of the act under which such corporation was formed, each stockholder is declared to be individually liable to the creditors of the said corporation for the debts of said corporation to an amount equal to the amount of stock held by him. That the plaintiff, William H. Aspinwall, has been sued, as a stockholder of the said corporation, by certain persons claiming to be creditors of the said corporation, upon claims held by them upon said corporation, and judgments in several of which actions have been recovered against him, the said William H. Aspinwall, to an amount exceeding the sum of twelve thousand dollars.

That the plaintiffs, Robert B. Coleman and Charles A. Stetson, are stockholders of the same corporation to the amount of three hundred and seventy-five shares, of the par value of thirty-seven thousand five hundred dollars. That as such stockholders, the plaintiffs, Coleman and Stetson, have been sued by creditors of the said Mexican Ocean Mail and Inland Company upon claims against such corporation, in one of which suits a judgment has been rendered against the said Coleman and Stetson for a sum exceeding nine thousand dollars.

The plaintiffs bring this action as well in behalf of themselves as of all other stockholders, and of all creditors of the said Mexican Ocean Mail and Inland Company who may come and contribute to the expenses of this action.

The plaintiffs demand that the damages and all benefits and advantage arising or accruing under the said contract between the United States of America and Edward H. Carmick and Albert C. Ramsey, may be adjudged to belong to the said Mexican Ocean Mail and Inland Company. That the said Edward H. Carmick and Albert C. Ramsey may be perpetually enjoined and restrained from collecting or receiving any award which may be made by the said Elisha Whitteley, Comptroller, as aforesaid, or by any other person under or in pursuance of the provision of the act of Congress, aforesaid. That the said corporation be dissolved, and a receiver appointed of the property and estate thereof; and that such property and estate be applied to the payment of the debts of the said corporation, and the residue, if any, be distributed among the stockholders of the said corporation according to their respective rights and interests.

That in the meantime the said Edward H. Carmick and Albert C. Ramsey, and their agents and attorneys, may be enjoined and restrained from collecting or receiving, assigning or transferring any award which may be made in pursuance of the said provision of the act of Congress, aforesaid, or any right or claim to any damage or benefit under the said contract with the United States of America; and from doing any act or thing to prejudice the rights of the Mexican Ocean Mail and

Inland Company, or the creditors or stockholders of said corporation in any such award, or in such damages or benefits, and that the plaintiffs may have such other or such further relief in the premises as may seem meet.

VARNUM & TURNEY,  
*Plaintiffs' Attorneys.*

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CITY AND COUNTY OF NEW YORK, ss.

Charles A. Stetson, being sworn, saith: That the above complaint is true of his own knowledge, except as to the matters therein stated on information and belief, and also except as to the averment therein in respect to the stock held by William H. Aspinwall, and the suits against him therein, and as to those matters he believes it to be true.

C. A. STETSON.

Sworn this 16th day of April, 1857, before me,

JOHN FOOT,

*Commissioner of Deeds.*

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CITY AND COUNTY OF NEW YORK, ss.

Paschal W. Turney, being sworn, saith: That he is one of the attorneys of the plaintiffs in this action; that he has read the above complaint, and knows the contents thereof, and that the same is true, except as to the matters therein stated on information and belief, and except as to the averment in respect to the stock held by the plaintiffs, Coleman & Stetson, and the suits against them thereon, and as to those matters he believes it to be true.

That the plaintiff, William H. Aspinwall, is absent from the State of New York, and is in Europe, and deponent makes this affidavit by reason of such absence; that deponent has in his possession the original agreement between Carmick & Ramsey and the Mexican Ocean Mail and Inland Company, set forth in the complaint, and he has a copy of the postal contract, also set forth in the complaint, the same being printed by order of Congress; that deponent is the attorney and counsel of said Aspinwall in the various suits brought against him as a stockholder of said corporation, and has had the principal management of the defence in such suits; that deponent has acquired information of the several facts stated in the complaint from the testimony taken in such suits, and from the statements of the officers of said corporation and others; and that he has derived his information of the facts relative to the proceedings taken under the act of Congress referred to in the complaint for the purpose of ascertaining the damages thereby directed to be adjusted, from letters received from

P. W. TURNEY.

Sworn this 16th day of April, 1857, before me,  
JOHN FOOT,  
*Commissioner of Deeds.*

[SEAL.]

**Present:** Henry E. Davis, justice.

It appearing satisfactorily to the court by the affidavits of Charles A. Stetson, one of the plaintiffs, and Paschal W. Turney, one of the attorneys of the plaintiffs, that sufficient grounds for an order of injunction exist: Now, on motion of Varnum and Turney, plaintiffs attorneys, it is ordered that the defendants, Edward H. Carmick and Albert C. Ramsey and their agents, attorneys and servants, do absolutely desist and refrain from collecting or receiving, assigning or transferring any award which may be made by the First Comptroller of the Treasury pursuant to the provisions of the act of Congress passed August 18 1856, for the damages due to them on account of the abrogation by the Postmaster General of their contract to carry the mail on Vera Cruz, Acapulco and San Francisco route, dated the fifteenth day of February, 1853, or any right or claim to any damage or benefit under the said contract, and from doing any act or thing to prejudice the rights of the Mexican Ocean Mail and Inland Company, or the creditors or stockholders of said corporation in any such award, or in such damages or benefits, until the further order of this court. And in case of disobedience of this order the said defendants, Ramsey and Carmick, are to be liable to the punishment therefor prescribed by law.

STATE OF NEW YORK, }  
City and County of New York, } 88.

In witness whereof I have hereunto subscribed my name and [SEAL.] affixed my official seal, this 17th day of April, 1857.

**RICH'D B. CONNOLLY, Clerk.**

ASPINWALL *vs.* CARMICK.NEW YORK, *May 1, 1858.*

DEAR SIR: On the 18th of April, 1857, we served upon your predecessor, Comptroller Whittlesey, a copy of a complaint and injunction issued in the above suit, which papers are now on file in your office.

Without in any way waiving the claim of our client in the matter, as heretofore presented, we desire to withdraw the papers referred to.

Yours, very respectfully,

VARNUM & TURNEY,  
*Attorneys for Aspinwall.*

Hon. W. MEDILL,  
*Comptroller of the Treasury.*

Please address reply to J. B. Varnum, jr., care of Silas H. Hill, Washington city.

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No. 5.

*Printed papers relating to the case of Carmick and Ramsey.*

IN THE SENATE OF THE UNITED STATES.

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AUGUST 14, 1856.—Submitted and ordered to be printed.

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Mr. DURKEE made the following

## REPORT.

*The Committee on the Post Office and Post Roads, to whom was referred the memorial of Edward H. Carmick, report:*

On pages 2 and 3 of House Ex. Doc. 47, 2d session 33d Congress, we find the following "article of contract:"

*This article of contract, made the 15th day of February, in the year one thousand eight hundred and fifty-three, between the United States (acting in this behalf by their Postmaster General) and Albert C. Ramsey and Edward H. Carmick, William H. Aspinwall, and Edwin Bartlett, of the city of New York; Silas O. Herring, Elihu Townsend, Simeon Draper, and R. B. Coleman, of the same place, witnesseth:* That whereas by an act of Congress, passed March 3, 1845, entitled "An act to provide for the transportation of the mail between the United States and foreign countries, and for other purposes," the Postmaster General is authorized to contract for the transportation of

the United States mail between any of the ports of the United States and a port or ports of any foreign power, whenever, in his opinion, the public interests will thereby be promoted; and whereas, by another act of Congress, passed March 3, 1851, entitled "An act to establish certain post roads in the United States and the Territories thereof," the Postmaster General is authorized to enter into contracts, for a period of not longer than four years, for transporting through any foreign country the mails of the United States, and that, in making such contracts, the Postmaster General shall be bound to select the speediest, safest, and most economical route; and whereas notice has been given by advertising, in accordance with the directions of said act, for inviting proposals for mail contracts, under and by virtue of the act aforesaid; and whereas Albert C. Ramsey and Edward H. Carmick have been accepted, *according to law*, as contractors for transporting the mail on route No. 9, from Vera Cruz, *via* Acapulco, to San Francisco, and back, twice a month, according to the schedule hereinafter mentioned, in thirteen days each way, being an extension of two of the trips on the New Orleans and Vera Cruz line through Mexico, for the purpose of conveying the mail, and thus making one through line in sixteen days between New Orleans and San Francisco, at and for the sum of four hundred and twenty-four thousand dollars per year, for and during the term commencing *from the time* Congress shall ratify this contract, and ending four years from that date, with the right reserved to the Postmaster General to continue it one year longer at the same terms.

Not deeming it necessary to recite here the whole of said contract in terms, as exhibited in the Ex. Doc. 47, before referred to, the committee will state, in substance, that the security afforded by the contractors was commensurate to the magnitude and importance of their undertaking, exceeding, in actual responsibility, five millions of dollars. This massive security applied to the performance incident to such service, and was for the safety of the mails throughout the route.

It will be perceived that this improved service was restricted to sixteen days' transit between New Orleans and San Francisco, on failure thereof the contractors to forfeit the pay of the trip. The consideration of \$424,000 per annum embraced a service to be performed by the contractors exceeding the great commercial termini of the route. It included, also, the intermediate service of delivering and receiving regularly the mails at the minor points of San Diego and Monterey. It will not escape observation that this large service, placing the great marts of New Orleans and San Francisco within sixteen days of each other, and embracing San Diego and Monterey intermediately, must have been regarded by the Postmaster General, who secured it for the country, as a most interesting administrative achievement.

Although the service was to begin, imperatively, when Congress should make the needful appropriation—the written obligation to take effect when that body should thus ratify—yet, as will be seen on page seven of the Ex. Doc., we find the Postmaster General giving his

official orders to his postmasters at New Orleans, San Francisco, San Diego and Monterey, to deliver the mails to the contractors "on the Vera Cruz and Acapulco line" when said "communication is open," with corresponding official advices to Ramsey & Carmick of the same date. This highest official testimony of his understanding of the service to be put into operation, accompanied by the concluding words of qualification—"the pay, if any, for said service, commencing only in accordance with the terms of the contract made February, 15, 1853"—shows that the department expected the contractors to equip and put into operation the route at once, or as soon as practicable.

Thus the contractors were to have the mails for transportation so soon as they should be ready and should call for them, this preparatory and experimental service to be without pay in advance of the affirmance of Congress. All this was in March, nine months in advance of the regular meeting of Congress, and yet we have already the practical orders of the Postmaster General to his official subordinates, evincing this functionary's solicitude for the final success of a great measure, and his understanding also that the contractors were to begin the preparatory service as soon as the route could be made ready for it. Thus it was their admitted privilege to begin the service at once on the condition stated, while it was their obligation to perform it when Congress should affirm such obligation.

The committee have now considered the orders of the Postmaster General, who made this contract, and their purport. They have now to state that these orders were rescinded by the present Postmaster General. This first overt act of hostility seems to have been preceded and succeeded by uniform symptoms of aversion to this whole undertaking. The contractors, however, after applying much forethought and energy, and encouraged by the good will and kind offices of the Mexican government and people, equipped their route by land and sea, and called repeatedly for the mails, which were now denied to them.

Nor would the present Postmaster General agree to recommend this contract to the approval of Congress. Furthermore, his disparagement and denunciation of it are now to be seen in his official statements to Congress and to others. The application of his official power tended to leave the impression on Congress and on the public mind that the enterprise had failed, and that the contractors had abandoned it; instead of which they had equipped their route, and had already demonstrated that they could compass, within fourteen days, (instead of the sixteen days required,) the great commercial cities of New Orleans and San Francisco! In brief words, the opposing force of the Post Office Department arrested and destroyed this whole enterprise.

Examination of the House document before referred to, and of the Postmaster General's report to Congress of December 1, 1853, fairly avouches the foregoing narrative of this subject. The credit of the contractors was quickly destroyed; their ruin was complete.

The committee do not here pause to argue the obligation of the Postmaster General to advise Congress *fully* on this subject, and officially to commit it to the *unbiased* arbitrament of that body, as contemplated in the contract. The Postmaster General had solemnly, and after much consideration, made this contract. The private for-

tunes of individuals had become involved in it. They had devoted to the subject years of toil. The contract itself was to give effect to an act of Congress. It involved a large public policy. It was now a huge administration measure. *Who*, but the postal executive, was now to advise the legislature, officially and *fully*, in respect to it? The committee wholly misconceive the order of our government and the subdivision of its cardinal functions, if the Postmaster General could evade this obligation.

On the pages of the documents before referred to, his peculiar views of this subject will attract attention. The committee do not conceive that they transgress any rule of official courtesy when they declare that the views of that functionary subvert the very canons of organized government; and that, as referrible to this contract, they are incongruous and irrelevant. This contract, he says, "did not meet *his* approbation." As his disapproval could not invalidate the contract, or evade its obligation, so *his* approval was not essential to its validity. He had but recently attained the station where he found this contract complete from the hands of his official predecessor, finished and executed, so far as the department was concerned; *not in fieri*, to be finished by any successor. The pending duty of the Postmaster General was only to commit the subject *fairly and fully* to Congress, whose final judgment in the premises was the condition stipulated. The present Postmaster General, in other words, but to a like effect, announces that *he* "disapproves of the principle on which the contract was made." That, too, had been definitively adjudged by his official predecessor. Not an executive successor, but Congress, was now to affirm or disaffirm that principle. The legislature, not a new executive officer, was now to determine whether it was wrong to consult their judgment in such a matter. His kindred objection, that the route was "impracticable for mail purposes," was already anticipated by the contrary impressions of his executive predecessor. Congress had now become the stipulated referee. Surely that body could be trusted to determine finally whether the route was or was not practicable for mail purposes, with the lights afforded by the experimental trial of it by the contractors. Without the continued countenance of the Post Office Department, and even under pressure of its opposing efforts, the contractors had carried through intelligence between San Francisco and New Orleans within fourteen days, instead of the sixteen days stipulated. Such facts, as to what the contractors had already done on the route, were due to Congress, not the unsupported individual opinion of Mr. Campbell. Even such opinions of his might have been deprived of their prejudicial influence had he, at the same time, informed Congress, as the files of his department enabled him to inform that body, that the contractors on this route had already placed the commercial cities of San Francisco and New Orleans within fourteen days postal intelligence of each other.

This information, thus due to Congress in December, 1853, and which it was surely the duty of the Postmaster General to communicate to them at that time, they have never yet learned, except informally from the contractors long afterwards. The printed documents further show that the Postmaster General knew, in December, 1853,



and as early indeed as June of that year, that these contractors, and others associated with them, had expended large sums of money in the preparation of this route. Why did this branch of the subject also escape his attention when, in December, 1853, he was reporting to Congress?

The committee are of the opinion that the act of March 3, 1851, rests on a basis of enlightened public policy; that the contract under consideration, resulting from that legislation, and conditioned on the sanction of Congress, ought to have been communicated to that body, not as it was presented to them, but with all the material and incident information that now appears to have been in possession of the Post Office Department; that the failure so to do, added to the previous opposition of the department, overwhelmed the contractors with pecuniary disasters, and that they now have a fair and equitable demand for damages against the government.

Would these men ever have incurred such vast and various responsibilities could they have foreseen that they were to have the hostility, and even the reproaches, instead of the friendly co-operation, of the very department with which they had contracted? Good faith in that department would probably have crowned them and their mail route with triumphant success. Bad faith was surely the source of their disasters.

The facts of this case are few, indeed, and plain as authentic documents can make them. Aside from the irrelevant matters introduced by the Post Office Department, they do not admit of misconstruction. Nor do the committee conceive the principles to be applied at all doubtful. There has been obvious wrong done to the party asking relief. Congress cannot evade the obligation to accord some measure of redress.

This obligation is enhanced, too, by the consideration that the claimants incurred overwhelming damage in a fair, arduous, and triumphant effort to perform a contract, which illustrates, as it was intended to illustrate, the enlarged public policy of the act of Congress of March 3, 1851—the policy of increased and speedier intercourse with our Pacific possessions.

Their contract once made, they deserved to be considered the instruments of the government to give all possible effect to that policy. They were evidently so regarded by the Postmaster General who engaged them in this most important service.

It is not the province of this committee to censure the present administration of the postal department that it viewed this service in a different light and with an unfriendly eye. It is not the province of this paper to censure even the fact that the department, in 1853, set at nought the act of 1851 and its policy, by striking down the very instrumentalities already selected to give it effect, and which were on the eve of that success which was to assure the appropriation by Congress, as contemplated in the contract.

The risks were enormous which were imposed on and incurred by the contractors. They were inseparable from the preparatory equipment of their route prior to an appropriation by Congress. Their readiness to incur such hazard evinced their unreserved confidence in

their own enterprising ability, and equal confidence in the department to second their efforts, at least, while not itself sharing the hazard. The contractors were entitled to every good faith and every kind act of the department seconding their efforts, short of an expenditure of the public money.

In that enterprise of the contractors, which conceived, and planned, and obtained their overland Mexican transit; in the further daring enterprise of this vast service in advance of an appropriation, and in staking their all upon the demonstration of their route for the judgment of Congress—in all this the committee can conceive no possible reason for the apparent aversion of the department, but every natural reason to command its sympathy and co-operation.

It is no answer to say that they incurred such hazard in expectation of final profit to themselves. That, itself, would be a fair motive, ever commendable, without which the greatest achievements in human progress might be wanting to history. In such enterprises every honest man expects to promote his own interest in some form or other. And, in this instance, the greatest possible pecuniary success of the contractors would have attested the equivalent promotion of the public policy of the act of 1851. The sequel shows that their ruin was not the only fruit of department hostility. Another result occurred far more interesting to the public at large: the frustration of the act of 1851, with its most important policy.

Hence, the committee regard the damage done to the contractors as a most unnecessary mischief.

The hand that worked it was wielded in the name and under the auspices of the government.

The government, then, is responsible, and ought to pay for it.

The further objection of the Postmaster General, that the sum of \$731,000 was then already being expended for mail transport between the Atlantic and the Pacific, and that it was "inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question," was already adjudged by his official predecessor, and contracted on to the large involvement of individual interests. It was an intrusive lecture to Congress, who were entitled to his *full facts*, instead of his admonition. It was not merely an ex parte accusation against the official judgment and conscience of his predecessor: it was an arraignment, also, of the legislative body that had enacted the law of March 3, 1851, which the contract itself was designed and adapted to carry into effect. Had he extended his researches into the consideration of that law, in connexion with the lost Pacific and Panama contract, he might have discovered his own plain *executive obligation* to send his mails by this very condemned route, as the most economical, and (measuring distance by time) the shortest and most expeditious. It was then the *mandate* of that law that he should adopt that route, as connecting San Francisco with our southern metropolis within sixteen or fourteen days. Then, instead of adding the \$424,000 to the \$731,000, he might gradually have substituted the smaller for the larger cost, and saved ten days' time in postal intelligence!

The subjoined may be stated as a fair summary of the Postmaster General's singular proceedings in the premises:

In July, 1853, (page 8 of document,) he disavows the obligation of this contract—disapproves of the principle on which it was made—denounces the route as impracticable for mail purposes, and as unjust and extravagant.

On the 3d November, 1853, (see page 13 of document,) he could not dispense with the semi-monthly mail that Ramsey & Carmick, as he said, were to furnish, as contemplated by Mr. Hubbard—thus “recognizing” the obligation of the contractors, and of course the obligation of the contract itself.

On the 1st December, 1858, (see page 27 of another House document, annual report to 32d Congress,) he again repudiates contractors and contract—again denounces the route—declines to give Congress the proof in his department of its facility and unequalled despatch—takes leave of the subject by advising that body that, since the 15th June preceding, he had not heard from the parties, (the proofs various and cumulative to be now seen in Doc. 47 to the contrary notwithstanding,) thus fixing the impression on the legislative mind that the route and the contract were alike impracticable, and that the contractors had abandoned the enterprise!

Thus were these contractors intercepted by the Postmaster General and excluded from congressional hearing of the question of their appropriation. It quickly demolished all their vast and expensive arrangements. It destroyed their credit at home and in Mexico. It left vast amounts of property useless on their hands in a foreign country. They were now prostrate in ruin, wrought by the hand of the very department of government that had solemnly contracted with them!

The papers in this case show that these parties actually expended nearly \$113,000 in this business. This is not here stated as a proper measure of damages. It does not embrace the embarrassments and losses imposed on one of the associated companies in this enterprise, (see page 10 of the document 47;) nor does it include the various and multiplied expenses, precedent, subsequent, and contingent, to which these claimants were and are subjected, and which, though now impossible for them to detail, may probably amount to nearly half as much more. Nor does it include the irreparable damage of five years of toil and anxiety, now rendered far worse than fruitless to the contractors. No fair judge or legislator, in an age of activity and progress, and in respect to the accumulations of incidental expenses scattered over a long line of heavy business operations, stretching far even into a foreign land, can say that such itemized amount of \$113,000 is the proper measure of damages here. It is referred to only because it was an exact account of expenditures by an agent in Mexico, who is enabled to verify it by items.

Numerous and various are the precedents, legislative and judicial, entitling these men to an ampler allowance on bases more equitable and determinate. Not descending to the tedium of compiling authorities, we may cite a recent and memorable decision, rendered under both legislative and executive auspices.—(See the printed report of

the Comptroller of the Treasury in the matter of the Ohio and Mississippi river mail contract.) That elaborate adjudication, embodying and sustained by judicial and legislative precedents, announces the bases, as approached now by the committee, as a measure of redress. They do not now suggest a full, definitive estimate, only because they wish to present such a measure of justice as will not be questioned. Relief to the parties who have been made the victims of confidence in the justice and faith of an executive department has already been too long delayed. As the full measure of losses incurred, or profits prevented, is indeterminate, under the anomalous circumstances to which the parties were subjected, the committee propose an adjustment by the Comptroller of the Treasury. While in the pursuit of justice, or travelling on the road thereto, they do not think that it becomes the occasion to interpose an objection merely technical, to wit, that this contract, though complete as to the postal department, was incomplete and conditional as to Congress. Such technical objection they now discard as derogatory to the character of the government itself, and at war with the ends of justice now sought to be attained. The total breach of faith by the administrative department itself, unprovoked by any apparent public necessity, and to the frustration, as the committee think, of a valuable public policy, worked the damage to these parties, while they were doing all that was incumbent on them to do, and precluded that consideration of Congress for which they had contracted, and to which they were entitled.

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POST OFFICE DEPARTMENT,  
*Washington, August 12, 1856.*

SIR: I am in receipt of your letter of the 8th instant, requesting to be furnished "with all the information, if any, now in possession of the department, not already communicated" to Congress, on the subject of the conditional contract entered into between the late Postmaster General, Mr. Hubbard, and "the Mexican Ocean Mail and Inland Company," for the conveyance of the mail between San Francisco and Vera Cruz, *via* Acapulco.

My letter of January 31, 1855, to the Speaker of the House of Representatives, and accompanying papers, (see House Doc. No. 47, 33d Congress, 2d session,) contain the principal facts known to me in this case. The action of the department, with reference to this subject, shows clearly throughout that it has had one point steadily in view, namely, to avoid every possible step whereby the government might become responsible for any expense in the matter, before Congress should decide upon the question whether vitality should be given to the contract "by the passage of an appropriation to carry it into effect."

The records of the department show that, in the first instance, the late Postmaster General, Mr. Hubbard, refused even to advertise for proposals for this line, and confined his advertisement (of September 30, 1852,) simply to the route established by special act of Congress, from New Orleans, *via* Tampico, to Vera Cruz. Subsequently, on the 18th of October, 1852, he was induced to withdraw that advertisement and substitute another, in which proposals were invited for the

extension of the New Orleans and Vera Cruz line to San Francisco. There is no law *directing* the Postmaster General to make a contract for service between Vera Cruz and San Francisco; and it was well understood, as expressed in the conditional contract for this line, that the whole matter was to be left for the decision of Congress.

The contract being executed in this manner, on the application of the contractors, the Postmaster General, Mr. Hubbard, consented on the day before he left office, under date of March 7, 1853, to authorize (not instruct) the postmasters of New Orleans, San Francisco, Monterey, and San Diego, "to make up and send mail by the Vera Cruz and Acapulco line when said communication is open, and the contractors are prepared to carry a mail on the terms of their contract of February 15, 1853." In writing to the contractors, he took the precaution to say that he had given this authority to the postmasters "with the express understanding that neither this department nor the government is to be in any way holden for any expenses attending such service; but, as provided in the contract, it is left to Congress to determine whether the contract is to be sanctioned by an appropriation to carry it into effect, the pay, if any, for said service commencing only in accordance with the terms of the contract," namely, "from the time Congress should ratify the contract."

As a further evidence that Mr. Hubbard did not intend that the department should be placed in a position involving any pecuniary responsibility in the matter, it may be observed that on the 8th of March, 1853, the day his resignation of the office of Postmaster General took effect, in answer to a request from Wm. H. Aspinwall, esq., to be apprised when he wished the service begun, he communicated to him a copy of the letter to Messrs. Ramsey & Carmick, above referred to, "as showing all the action the department was then disposed to take in the matter."

A few days after coming into office, on the 11th of March, 1853, in obedience to a resolution of that body, I communicated a copy of this conditional contract to the Senate; but my attention was not particularly called to the terms of the agreement until the receipt of Mr. Rankin's letter of June 15, following. So soon thereafter as I could give the subject my attention, I came to the conclusion that I could not approve of the arrangement; and, in my letter of July 9, in reply, I took occasion frankly so to express myself. Entertaining these views, I deemed it but just to the contractors that they should be thus early advised of them, in order that they might not be disappointed in any hope or expectation they might have had that they would receive the aid of the department in favor of their project before Congress. In my first annual report, referring to the fact that I had already communicated a copy of the contract to the Senate, and stating its terms, I gave my reasons why the contract did not meet my approbation; but it is needless to say that in all this there was nothing to prevent Congress, had it been so disposed, from ratifying the contract "by the passage of an appropriation to carry it into effect." The same may be said with reference to my order of November 23, 1853, requiring the postmasters, before delivering any mail to the proprietors of the Acapulco line, should it be applied for, first to "report to the

department for further instructions." And so, also, in regard to my letter of November 3, 1853, to the contractors on the New Orleans and Vera Cruz route. There was nothing in any of these acts which the department had not the perfect right to do ; and my reasons for them are stated in my letter of January 31, 1855, to the House of Representatives. The department was under no obligation to aid the proprietors in any efforts they might find necessary to secure the ratification of their contract by Congress. This was a matter entirely of their own ; and all the department had to do was to see that the contract was fulfilled *should Congress declare it to be a contract*.

The memorial of Messrs. Ramsey & Carmick, accompanying your letter, is herewith returned.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL.

Hon. CHARLES DURKEE,

*Committee on Post Offices and Post Roads,  
United States Senate.*

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*A memorial to be presented to the 34th Congress of the United States, on the contract made with Messrs. Ramsey & Carmick for the transportation of the mails between New Orleans and San Francisco, via Vera Cruz and Acapulco, in Mexico.*

The undersigned would respectfully call attention to the manner in which the United States mail service has been performed between the was as yet a province of Mexico, and before the treaty for its annexation, contracts were entered into for the transportation of the mails by the way of the Isthmus of Panama. In order to encourage the carrying out of this important enterprise, the United States advanced a half million of dollars to the contractors, for the building of the proper kind of steamers adapted to the undertaking. Under this contract the mails have been subsequently carried between California and the Atlantic States once every month, and by another arrangement the service has been increased to twice per month, at the annual cost to the government of \$731,868. This service was at first performed on each trip in about twenty-eight days. Afterwards the time was reduced, and it is now done in from twenty-two to twenty-three days from port to port.

In order to shorten the time as well as distance to and from California, and also to encourage competition, Congress, on the 3d of March, 1851, passed the following act:

"That the Postmaster General be, and is hereby, *authorized* to enter into contracts or make suitable arrangements for transporting through any foreign country the mails of the United States, running from and to any point in the said United States: *Provided*, That such contracts as shall be made under the authority conferred by this section shall not be for a longer period than four years, and that in making them the Postmaster General shall be bound to select the speediest, safest,

and most economical route: *Provided further*, That such contract shall be subject to be revoked and annulled whenever any new road or canal shall be cut or opened affording a speedier, more economical, and equally as safe means of communication between the point of departure and the point of destination of the mail to be transported; and that, in such case, a fair indemnity be awarded to the parties concerned: *And provided further*, That before making such contracts, notice shall be given during sixty days, by advertisements in the usual manner, for inviting proposals for mail contracts."

It being thus made the imperative duty of the department to select the speediest, safest, and most economical route, it naturally led to extended inquiry on the subject. Various private individuals also devoted their time and money to the same object, in order to avail themselves of the reward thus held out by the government for the discovery of the best route across the American continent for the transportation of the United States mails.

After much time and attention had been given to this inquiry; after the most careful surveys had been made; after extended explorations had been undertaken, and after large sums of money had been expended by private enterprise, another difficulty of great magnitude had to be overcome—which was, to obtain the permission of a foreign government for the United States mails to pass through its territory without being subject to the local post office laws, rules, and regulations, in the transit from ocean to ocean. These various obstacles were formidable, and required enterprise, energy, and skill, and the expenditure of large sums of money before the route which the parties had in view could be reported practicable and adapted for the mail service. When all these difficulties were surmounted, and every possible objection removed, a plan was proposed and submitted to the Postmaster General, Mr. Hall, in the following year of 1852, for his sanction and adoption. Having given the subject his mature deliberation, he finally approved of the same. The department decided that the route proposed through Mexico, by land for a distance of 384 miles, between the cities of Vera Cruz on the Atlantic, and Acapulco on the Pacific ocean, and from thence by sea to California, presented the greatest advantages and more fully than any other came up to the requirements of the act of Congress. This land route passed through the cities of Cordova, Orizava, Puebla, Cholula, Atlitxco, Matamoras, Chietla, Chilapa, and Tixtla. Consequently, in the same year of 1852, the Postmaster General, Mr. Hubbard, issued an advertisement, in due form of law, for proposals to carry the United States mails over this route, from Vera Cruz to Acapulco, and, in pursuance of another act, from thence to San Francisco, and back, connecting at Vera Cruz with the United States steamer mail line to New Orleans, and thus making a continuous mail service from the Mississippi river to California.

Mr. Hubbard sought for every information that could be had. The project was examined by President Fillmore, by the officers of his cabinet, by the Post Office Committees of the Senate and House of Representatives, and by the members of Congress from California and Louisiana, and others who were deeply interested in the question. The Postmaster General also had the benefit of the information of the

Mexican minister, Señor Larianzar, and of the Prussian minister, Baron Gerolt, who had spent many years in a diplomatic capacity in Mexico, and who, from his extensive topographical knowledge of that country, was intimately acquainted with the route. From all these sources he received favorable opinions of the feasibility of the enterprise, and, in addition, an experimental trip was made, at a heavy cost, which clearly demonstrated the truth of all that had been advanced in its favor. A large number of senators and members of the House of Representatives joined in a recommendation to the Postmaster General to close the contract. Several months were thus taken in obtaining all the facts requisite, and a further delay was created by the caution in the department to require gentlemen of undoubted wealth and responsibility as sureties to a contract of such magnitude. It was not until the last day of the session of Congress, the 3d of March, 1853, that the contract was finally signed and sealed, when it was too late to submit it to both houses for the requisite appropriation to carry it into effect. At an extra session of the Senate, on the 11th of the same month, a copy of the contract was transmitted to that body by the Postmaster General, Mr. Campbell.

By this instrument, the contracting parties were bound to convey the United States mails between Vera Cruz, Acapulco, San Diego, Monterey, and San Francisco, in thirteen days, semi-monthly, each way, for an annual compensation of \$424,000; and by connecting at Vera Cruz with the United States mail steamer line, the mails would be thus conveyed between San Francisco and New Orleans in sixteen days. The time stipulated in the schedule of arrivals and departures gave five days for the transportation of the mails between the cities of Vera Cruz, on the Gulf of Mexico, and Acapulco, on the Pacific ocean, a distance of 384 miles by land.

It was further stipulated that the contract was "to have no force or validity until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect." This understanding was predicated upon the anomalous position of this particular case, as there was no appropriation for the service, and yet the department was directed to contract for its performance. Therefore it was agreed that it should go into operation when an appropriation was made.

By its terms, the contractors were then to be prepared to perform the service, and in default of doing so, they and their sureties would have been liable in damages for non-performance of its stipulations. They, therefore, assumed the responsibility of arranging a line of land and ocean mail service of 2,231 miles in length, at the instance of Mr. Hubbard, without any advancement of funds from government, and without even an appropriation for the service. But in doing this the department was equally bound in good faith to submit the contract to Congress, at the next session, for its action. This was as much the duty of the Postmaster General as was the performance of the service by the contractors upon the appropriation being made. With this understanding among all parties, the contractors proceeded to arrange for the service, with the sanction of the department; and the Postmaster General, Mr. Hubbard, on the 7th of March, issued an order



to the Postmasters at New Orleans and San Francisco, &c., to send a mail by the Vera Cruz and Acapulco line when "the contractors are prepared to carry a mail on the terms of their contract." On the same day he apprised the contractors of this order, and also "the pay, if any, for said service, commencing only in accordance with the terms of the contract." Soon after, Mr Campbell, the present Postmaster General, was appointed to that office.

On the 15th of June following the department was informed by Mr. Rankin of the preparations made and making for this service, as follows :

OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND COMPANY,  
New York, June 15, 1853.

MY DEAR SIR : The position that our company sustains to the government (as the real parties by contract) to execute the mail contracts with Messrs. Ramsey & Carmick renders it proper that the Post Office Department should be advised of the state of forwardness on the part of the contractors to fulfil the contracts.

Our vice president, Colonel Albert C. Ramsey, is now in Mexico assigning the stations. In all this month and next month the coaches, wagons, and literas, will be in Mexico, portions of them being on their way now. By August 10 the mules and horses (1,000) will be down from Coahuila, and we then expect to make the regular transit across.

Although the contracts only require a bi-monthly mail, we are making all our arrangements for a *daily line* of transit across Mexico, feeling justified by the assurances we have from Mexico. We shall also establish a weekly line of steamers from New Orleans to Vera Cruz, (one steamer is now running there, and another now building;) and with the use of the new *envelopes* (when they appear) we shall actually afford a weekly line from New Orleans to San Francisco; and if the steamers on the Pacific could be arranged, we could make a daily line to San Francisco in sixteen days. Our land route will be daily, in any case, on account of our Mexican facilities.

We have purchased and ordered the whole of the rolling stock for the transit, and parties are now in Mexico clearing obstructions, and we shall not, I think, require the full time allowed by the contract for the transit, although trial only will verify our expectations.

We already have a margin in our favor in the Gulf service, as our steamer, the "Texas," has performed the duty in sixty hours; and the Pacific service has been done in twenty-four and thirty hours less than schedule time. Our recent reports from Mexico justify us in the expectation of carrying the mails in fourteen days from New Orleans to San Francisco, and six months of experimental operation will, I think, show the feasibility of doing the regular service in within fifteen days.

In conclusion, I would add that we are exerting every energy in pushing the thing up, and shall spare neither time nor money in proving the truthfulness of all our positions.

An estafette mail will be carried from Vera Cruz and New Orleans to San Francisco next month, until the service becomes regular.

We have the *highest* assurance of our favorable position in Mexico.

I am, with great respect, your obedient servant,

ROBERT G. RANKIN, *President*.

HON. JAMES CAMPBELL,

*Postmaster General United States, &c.*

To this letter the Postmaster General, on the 9th of July, replied to Mr. Rankin, as follows:

POST OFFICE DEPARTMENT,

*July 9, 1853.*

SIR: Your letter of the 15th ultimo came duly to hand. My attention having been specially called to the circumstances connected with the contemplated line to the Pacific, *via* Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the conditional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails over this line to San Francisco, does not meet with my approbation.

In the first place, as at present advised, I consider the route impracticable for mail purposes.

In the second place, the sums of money yearly drawn from the treasury for contracts which have for several years been, and are still in force, for the transportation of the mails between the Atlantic and the Pacific, are very considerable, amounting to about \$731,868. In view of this fact, and of the many sections and neighborhoods in the different States which are either greatly restricted in, or deprived altogether of, mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question.

Moreover, I disapprove of the principle upon which this contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognize any contingency of this kind, because, although the contractors may, under such conditional arrangement, establish no legal claim for compensation, they may, nevertheless, go on and incur expenses, in the expectation that they will be paid, and Congress, more from private sympathy than from public policy or right, be at length induced to yield to a measure to which its prior sanction never could have been obtained.

I am, respectfully, your obedient servant,

JAMES CAMPBELL,

*Postmaster General.*

ROBERT G. RANKIN, Esq.,

*Pres't of the Mexican Ocean Mail and Inland Co., N. Y.*

From this letter it will be perceived that the Postmaster General did not approve of the contract, for the reasons therein stated. If the

route was impracticable, there was ample time before the meeting of Congress to test the fact. But it is somewhat remarkable that no document or writing of any kind has ever been produced, although all the correspondence was called for, to show upon what information this opinion was predicated of the route being impracticable. It was due at least to the contractors to let them know what obstacles they had to encounter, and also, if he had doubts only, to afford them an opportunity to remove his impressions. The objection, "in the second place," of the large expenditure of money for the mail service between the Atlantic and Pacific could not be properly addressed to the contractors, as that was a question which could not be entertained in a discussion about a contract made in pursuance of law; and as Congress had directed this contract to be made, and being made, it was as much the duty of the department as of the contractors to carry out its stipulations. Another reason, "moreover," of the same character, was assigned, that he disapproved of conditional contracts, as he was "unwilling to recognize any contingency of this kind."

It was certainly not the duty of the contractors to controvert this point or any other which he might think proper to lay down for a rule of action by the department in contracts made by his predecessors; but as conditional contracts have been made by every Postmaster General, and as they continue to be made by Mr. Campbell, this "principle" may rest for the present. On the whole, the contractors were at a loss to determine, from the tenor of this letter, whether the Postmaster General was finding fault with them for proposing "a route impracticable for mail purposes," or with his predecessor for entering into the contract, or with Congress for passing the acts upon which it was founded.

It was impossible also to know by what process of reasoning these objections were strung together so as to be embodied as an answer to the letter of the 15th of June. It is difficult to perceive how \$424,000 were to be paid after performance of the service in transporting mails in thirteen days over an "impracticable" route; it is equally difficult to comprehend the force of the objection to a contract founded on the law authorizing it being an unwise and extravagant enactment; and above all, why a reproach in advance should have been cast upon Congress that might, in its wisdom, refuse an appropriation for the contract, yet, in its sympathy or folly, would not suffer the contractors to be ruined.

Not perceiving the bearing of these objections, as they did not affect the stipulations of the written agreement, the contractors had still, in accordance with the original understanding, to proceed in collecting materials and preparing the line for the performance of the service. Although the Postmaster General was apprised of these operations, and although well aware of the contract itself on the 11th of March previous, when it was under his official notice, no intimation was given to cease in the labor and expense. It seemed that the letter from the department was not intended for any other purpose than to place the responsibility of the contract upon Mr. Hubbard, while Mr. Campbell would not, by any act of his, countenance or authorize its suspension. He was cautious to the extreme in not interposing the

authority of the department to check the preparations then progressing. One word to that effect would have postponed all purchases and labors until after a decision by Congress. But this he neither intended nor desired, as will appear hereafter.

In the month of August, the materials for the line being collected and placed along the route between the cities of Vera Cruz and Acapulco, mails consisting of letters and papers were carried at intervals of every two weeks from ocean to ocean. At first, the time taken to accomplish this distance was three days and twelve hours, but soon was reduced to three days; a further improvement was then made to two days and a half, and before the month of December the time taken for a trip was 54 hours. There is no doubt, from careful experiments made, that mails of any bulk can be carried between Vera Cruz and Acapulco in 48 hours.

The route being thus demonstrated to be practicable, on the 23d of September an order was issued by the department to the postmasters at New Orleans and San Francisco, as follows:

“POST OFFICE DEPARTMENT, *September 23, 1855.*

“SIR: Should the proprietors of the Vera Cruz, Acapulco, and San Francisco line apply for mail to take over the route under the conditional order of the late Postmaster General, dated March 7, 1853, before delivering such mail to them you will report to the department for further instructions.

“Very respectfully, your obedient servant,

JAMES CAMPBELL,  
*Postmaster General.*”

From this it is apparent that the department no longer deemed the route “impracticable;” but in order to prevent the contractors availing themselves of their enterprise, and rendering the route popular by carrying the mails in the time stipulated, so as to secure an appropriation by Congress, the former order of Mr. Hubbard was revoked. The reason assigned by the Postmaster General for this proceeding is given in his letter to the Speaker of the House of Representatives, as follows:

“My object in issuing those instructions was simply to enable the department to be fully satisfied that all mails forwarded by that route were committed to the care and custody of competent and proper persons, and would be safely transported through Mexico. It does not appear, however, that any application has ever been made by Messrs. Ramsey & Carmick for a mail to be conveyed by that route, as no report from any postmaster to that effect has been received at this department.”

It seems the “impracticable” objection was removed, and now new questions arose. These could only be answered by delivering the mails when called for and transported. It was by inspection of the route while in operation. But the Postmaster General thought this examination ought to precede the delivery of the mails. How could it be known that the mails “were committed to the care and custody of competent and proper persons, and would be safely transported

through Mexico," while an order existed not to deliver the mails when called for? The contract itself provided, and the contractors and sureties in the same were responsible, that the mails *would be* committed to the care of proper persons, as follows: "They also undertake, covenant, and agree with the United States, and do bind themselves jointly and severally as aforesaid, to be answerable for the person to whom the said contractors shall commit the care and transportation of the mail, accountable to the United States for any damages which may be sustained by the United States through his unfaithfulness or want of care;" and in another place they are liable to be fined for "suffering it to be wet, injured, lost, or destroyed, for carrying it in a place or manner that exposes it to depredation, loss, or injury," &c. Such an examination never could be made as is here stated to be the object of the order; and the best evidence of the fact is, that no attempt ever was made to institute such examination, for no trace of such appears under the call for all the correspondence as published. The assertion may here be made that no examination of this character was ever attempted, from and including the time of Benjamin Franklin down to Mr. Campbell, or since his coming into the department; and surely among such a variety of talent and capacity which this period would embrace, many strange projects might have been proposed.

But, adds the Postmaster General, "it does not appear, however, that application has ever been made by Messrs. Ramsey & Carmick for a mail to be conveyed by that route, as no report from any postmaster to that effect has been received at this department." This was certainly an important piece of information for Congress. In other words, they did not call for the mails, as the postmasters were forbade delivering them. Therefore it might be supposed they would not call for the mails when they could meet only with a refusal. Before the mails could be delivered to them it was requisite that this order should be revoked or modified, for it was the department (not the postmaster) that was to be satisfied that the mails were committed to the care and custody of competent and proper persons;" the postmasters not being even instructed to report more than the fact that the mails were called for. It is true the information might have been sought from the contractors; but they were not addressed on the subject, nor were they notified by the department of the existence of this order, so important to their interests, and which in common justice ought to have been furnished. The existence of the order, however, became known to them, and the mails were not called for, and "no report from any postmaster" was required to that effect. But the Postmaster General might have reported to Congress that *he* was called on by Mr. Carmick, in his letter of November 12, 1853, in these words:

"I must respectfully ask that you will give an order permitting me, as one of the contractors, to carry a mail over this route from California, leaving it optional with persons to send by this way, and to designate the same on the letter; and in giving such an order, I wish you particularly to state that the department will in *no way be bound for any future remuneration for the service.*"

It seems, then, that on September 23, the Postmaster General recognized the contract, and only wished to be further assured that the mails would, in the custody of proper persons, be transported safely.

All the materials requisite for the establishment of a mail line across Mexico, from Vera Cruz to Acapulco, were prepared and upon the ground in the month of August, 1853. The service was regularly performed twice every month, so as to connect with the mail steamer at Vera Cruz running on the line to New Orleans. Although the mail service across Mexico was performed in much less than five days, the time fixed by the schedule, still the connexion was not made regularly with the steamer at Acapulco. This was from causes not within the control of the contractors, but from causes which the department might have obviated. Had the proper attention been given to the communications addressed to the department on this subject, and a proper remedy applied, the public would have been much benefited, especially in California and the Atlantic cities, and moreover without any expense to the government. Application was made to the department to change the schedule of times for arrivals and departures on the New Orleans, and Vera Cruz line, so that the connexion could be made without delay with the steamers at Acapulco and Vera Cruz, coming and going to San Francisco and New Orleans. When the schedule was established, steamers touched at Acapulco every week, to and from San Francisco, making a weekly line. Twice every month these steamers carried mails, and twice every month the alternate steamers were not mail boats. To meet these latter vessels, the New Orleans and Vera Cruz schedule was arranged. But now these alternate steamers without mails were withdrawn, and the mail steamers touched at Acapulco in the very weeks when no connexion could be made with the Vera Cruz and New Orleans line. To render the connexion complete, on the 26th of October, 1853, the following communication was addressed to the department:

WASHINGTON, *October 26, 1853.*

DEAR SIR: The Mexican Ocean Mail and Inland Company, and Charles Morgan, of New York (through the agency of the undersigned,) present the following facts, and ask such decision as an impartial consideration of this memorial may produce. The company (having obtained from the government of Mexico peculiar and well authenticated privileges, whereby they were enabled to present to the United States Post Office Department a schedule of mail service which should insure the transmission of mails between New Orleans and San Francisco in the short space of sixteen days) urged the department for a mail contract authorizing the service, which was granted, subject to an appropriation by Congress for payment. Thereupon the company commenced proceedings for putting the route into active operation. Proper agents were despatched to Mexico, and have been actively engaged in overcoming such obstacles as, unremoved, would have impeded rapid transit across that country. Roads were improved, others made; coaches, harness, mules, and horses, have been purchased, and a large portion of them are already on the route, ready to commence the carrying of the mails. In connexion with, and forming a portion

of this through-route, a mail service from New Orleans to Vera Cruz has been put into operation, the schedule for which was so arranged as to meet at Acapulco with the mail steamers on the Pacific, insuring a proper connexion on that end of the line. Thus nothing stood in the way of the successful operation of the route, save the obstacles on the land, which, being overcome, would enable us at once to perform our contract in the specified time; but now that arrangements are completed for this portion of the service, your memorialists find that an alteration in the running on the Pacific has thrown out of gear this well-arranged system. By the present schedule between New Orleans and Vera Cruz, it is impossible to meet the Pacific steamers, as they now run, at Acapulco, without suffering long delays at the latter point, entirely ruining the efficacy of this otherwise desirable medium of transit. The undersigned, C. Morgan, now urges that a knowledge of the existence of a through-service to San Francisco was the inducement for his accepting the portion of service between New Orleans and Vera Cruz; as upon the successful working of the through-route, he depended for any profits that might inure to his ships from his connexion therewith. He has already put upon the route a first-class steamship of over 1,100 tons burden, and is building another of about 1,500 tons burden for the same purpose; which two vessels will embrace an investment of nearly \$300,000 for this first portion of the enterprise. The company depend upon appropriations by Congress for the means of remuneration; and as such appropriations can only be secured by proofs of the practicability of the through-route, as per schedule, they, together, ask your consideration of the efforts they have made, and the moneys they have expended, under inducements the Post Office Department held out to them, for such efforts and expenditures, *by granting a through-service and arranging schedule for connexion*; and respectfully petition that you will so alter the schedule between New Orleans and Vera Cruz for the two trips per month, now being performed, as will give them an opportunity of proving to Congress that this is by far the most expeditious route yet opened to the rich commerce of California; which proofs, they feel, must necessarily insure the appropriations that shall furnish the means to enable them eventually to carry the mails between the two great points in the short space of thirteen days! Believing that your sense of justice, and desire for advancing the mails in accordance with the progressive ideas of this essentially progressive age, will adduce an assent to their prayer, they have the honor herewith to submit such *temporary* schedule, for the said two trips per month, as shall furnish the desired proofs; and, with sentiments of regard and esteem, subscribe, respectfully, yours,

The MEXICAN OCEAN MAIL AND INLAND CO.,  
and CHARLES MORGAN,

per HARRIS & MORGAN, of New Orleans.

Hon. JAMES CAMPBELL,  
*Postmaster General, United States.*

## SCHEDULE.

Leave New Orleans, 7th and 22d ;  
 Arrive at Vera Cruz, 10th and 25th ;  
 Leave Vera Cruz, 14th and 29th ;  
 Arrive at New Orleans, 17th and 2d.

A few days thereafter, October 29th, the same parties transmitted to the Postmaster General a letter from Mr. William H. Aspinwall, and added :

OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND CO.,  
*New York, October 29, 1853.*

DEAR SIR : Herewith please find a letter addressed to our firm from the president of the Pacific Mail Steamship Company, explaining why the schedule of running on the Pacific has been changed (thus rendering *useless* the *present schedule* between New Orleans and Vera Cruz ;) and, further, approving the schedule which we had the honor of submitting for your consideration in our memorial, dated in Washington, D. C. Trusting the views of our case, to which your attention has been called, will induce a favorable decision, we have the honor to subscribe, with sentiments of regard and respect,

Your obedient servants,

HARRIS & MORGAN.

Hon. JAMES CAMPBELL,  
*Postmaster General of the United States.*

The letter of Mr. Aspinwall, October 28, 1853, is as follows :

PACIFIC MAIL STEAMSHIP COMPANY,  
*New York, October 28, 1853.*

GENTLEMEN : Having examined carefully the schedule proposed by you for running on the route between New Orleans and Vera Cruz, so as to connect at Acapulco with our steamers between Panama and San Francisco, I beg leave to inform you that it meets our approval.

When our company commenced to run weekly boats, the schedule of the Texas was arranged to conform to the movements of those extra boats. It happened, however, that the United States Mail Steamship Company, although willing to perform extra service, and to let that service speak for itself to Congress, was not willing to bind itself as the government required, so as to shut out all prospect of extra remuneration by a liberal legislature, for extra duty ; and, consequently, the steamers, on intermediate weeks, on this side, were withdrawn. The connexion being thus cut off, our company was obliged to discontinue its weekly trips, after the schedule of the Vera Cruz and Acapulco route had been arranged to conform to those trips.

My understanding with Mr. Rankin is, that when the route is fairly opened we will run steamers in the Pacific in due connexion ; and I am prepared to assign this duty to two of our smaller first-class



steamers the moment I am justified in so doing. Until then the merits of the route can be tested by arranging a schedule to conform to the arrivals at Acapulco, and, as far as possible, to the departures thence for San Francisco of our steamers now running; and the interests of the government and of the public unite in recommending such a course.

Very truly yours,

WM. H. ASPINWALL,  
*President.*

Messrs. HARRIS & MORGAN.

By the New Orleans and Vera Cruz schedule the steamers leave New Orleans on the 1st, 14th, and 25th of the month; and Vera Cruz on the 1st, 8th, and 22d. The third trip required, however, by the contract, had not ever been performed, and with the sanction of the department, nor has it yet been required. A corresponding deduction in the pay has consequently been made, so that the compensation has been only in proportion to the service, and not the whole amount stipulated in the contract. It was desired that the steamer should leave New Orleans on the 7th and 22d, and Vera Cruz on the 14th and 29th of the month; then allowing three, four, or even five days across Mexico, the passengers, express freight, news, letters, &c., would meet the steamer regularly at Acapulco, or if coming from thence would meet the steamer at Vera Cruz. This change of schedule was desired only as *temporary* until an appropriation should be made by Congress, when the schedule arranged by Mr. Hubbard would be re-established, as then there would be compensation for the service, and would justify the additional steamers being placed on the Pacific side "in due connexion," in the manner explained by Mr. Aspinwall agreeably to the schedule, and as intended by Mr. Hubbard.

To this application, so strongly pressed, and against which no reasonable objection could be imagined, the Postmaster General, Mr. Campbell, replied, on November 3, 1853, as follows:

POST OFFICE DEPARTMENT,  
*November 3, 1853.*

; GENTLEMEN: In answer to your letter of the 26th ultimo, I have to state that, at the request of Mr. Carmick, the contractor, the present schedule of the New Orleans and Vera Cruz route was arranged to connect with the contemplated route across from Vera Cruz to Acapulco, which it was proposed to run in due connexion with an independent line of steamers between Acapulco and San Francisco—thus, with the route via Panama, giving a mail four times instead of twice a month, between the Atlantic States and California. It was not the intention to connect at Acapulco with the steamers of the Panama line, but, as above remarked, to establish an additional semi-monthly mail to run, via Vera Cruz and Acapulco, alternately at regular intervals with the line via Panama.

This arrangement was made with my predecessor, Mr. Hubbard, with whom, as Postmaster General, also a conditional contract was entered into for the part of the service between Vera Cruz and San

Francisco, which contract was to take effect *only from the time it should be ratified by Congress*; nor was it to have any force or validity whatever until it should receive the sanction of Congress by the passage of an appropriation to carry it into effect. No such sanction has as yet been given by Congress; but, apart from this, and without troubling you with my views on the whole subject, it is simply necessary for me to say that there can be no recognition by this department of any arrangement by which the additional semi-monthly mail, clearly contemplated by the then Postmaster General, can be dispensed with.

The application, therefore, for a change of schedule on the route from New Orleans to Vera Cruz must now be considered without reference to any trips it may be proposed to run in connexion therewith beyond. The contract requires three trips a month; you propose but two, and it is unnecessary for me to say that the number of trips stipulated for in the contract will be required.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL.

Messrs. HARRIS & MORGAN,  
*New Orleans, La.*

The first paragraph of this letter asserts what all the parties interested well knew, and what Mr. Aspinwall states in his letter. The second paragraph is also the enunciation of more facts equally well known, and it was certainly gratifying to find him declaring "that there can be no recognition by this department of any arrangement by which the additional semi-monthly mail, clearly contemplated by the then Postmaster General, can be dispensed with." This is so far declatory of the views of the Postmaster General as to the contract made by Mr. Hubbard. But as that only took effect after an appropriation by Congress, the temporary schedule which was proposed for the mean time, was the proposition to which these parties expected but did not receive any answer whatever. The remedial portion of this communication is wanting. The Postmaster General entirely omits to state whether the change desired would be granted or refused. But as he lays much stress upon the time when the contract was to take effect, it might reasonably be supposed he would make ~~any~~ proper arrangement until that time arrived. But he neither intimated that he would or would not. So far he expressed no opinion about the merits of a temporary change of schedule so as to form the connexion with the Pacific steamers, and that is the whole question submitted for his consideration. Leaving the matter in doubt, instead of demonstrated, as may be inferred he believed from the use of "therefore" in the next paragraph, he adds:

"The application therefore for a change of schedule on the route from New Orleans to Vera Cruz must now be considered without reference to any trips it may be proposed to run in connexion therewith beyond. The contract requires three trips a month; you propose but two, and it is unnecessary for me to say that the number of trips stipulated for in the contract will be required."

The department was not desired to consider a change of schedule on

the route from New Orleans to Vera Cruz, *without* reference to any trips it might be proposed to run in connexion therewith beyond; but *was* desired to consider it only in connexion therewith. That was the application, no more, no less. Two trips had only been run each month, and still two only continue to be run.

What was requested, was stated in the joint letter, wherein they "did respectfully petition that you will so alter the schedule between New Orleans and Vera Cruz for the two trips per month, now being performed, as will give them an opportunity of proving to Congress that this is by far the most expeditious route yet opened to the rich commerce of California."

To a proper understanding of the views of the Postmaster General, as expressed in this letter, some commentary was requisite; for standing alone it was unintelligible. Therefore it is not surprising to find him, in communicating the correspondence to Congress, making the effort to explain this most ambiguous epistle, as follows:

"The objections which I entertained to the change of schedule on the New Orleans and Vera Cruz route, proposed by Messrs. Harris and Morgan, in their letter of the 26th of October, 1853, were twofold.

"1. That by authorizing the change proposed, the original intent and object of my predecessor, Mr. Hubbard, in entering into the conditional contract with Messrs. Ramsey & Carmick, which was to secure an additional semi-monthly mail between the Atlantic States and California, by alternating at regular intervals with the present semi-monthly line, via Panama, would have been entirely frustrated; and thus, instead of having a weekly mail between the Atlantic and Pacific, there would have been, as heretofore, only a semi-monthly communication."

He rejected the proposition because, by authorizing the change, the original intent and object of Mr. Hubbard in making the conditional contract "would have been entirely frustrated." In his ardent desire to carry out the policy of his predecessor, the wishes and arguments of the company, of Charles Morgan and Mr. Aspinwall, all of whom were much interested in the success of Mr. Hubbard's plan, are disregarded.

† All parties requested the change of schedule in order to demonstrate the wisdom of Mr. Hubbard, while the Postmaster General refused because he thought, in doing so, the object of Mr. Hubbard would have been entirely frustrated, although, in his letter of November 3, he understands and declares that the contract made by his predecessor "was to take effect only from the time it should be ratified by Congress, nor was it to have any force or validity whatever until it should receive the sanction of Congress by the passage of an appropriation to carry it into effect."

His second objection was,

"2. By changing the schedule so as to make connexions at Acapulco with the steamers of the Pacific Mail Steamship Company, that company would receive not only their regular compensation under their contract with the government, but extra pay under the contract

of Ramsey & Carmick, although no additional service was really rendered by them to the department or the public."

How was it possible that extra pay could be demanded for services under a contract which had not yet commenced to take effect, and without "force or validity" prior to the time when Congress should give it vitality? When Mr. Hubbard arranged this through schedule, he did not apprehend extra pay being demanded for any service performed before congressional action, nor did the formation of the schedule imply that the mails were to be carried before an appropriation was made. If mails were so carried it certainly would be at the cost of the contractors; consequently, when they desired permission to carry mails, Mr. Hubbard issued an order in their favor "to carry a mail on the terms of their contract," and on the same date, March 7th, when informing the contractors of this order, he adds, "pay, if any, for said service commencing only in accordance with the *terms* of the contract." Why could not Mr. Campbell have done the same if there were any doubt on the subject? But why was this second objection made at all if the first objection were conclusive? and if not conclusive it was no argument whatever. The first objection either covered the whole ground, or did not meet the case at all; and if it covered the whole ground, the second objection was entirely uncalled for, even if the facts were true upon which it was predicated, but which were unfounded. The Postmaster General could not perceive how the public were to be benefited by this transmission of intelligence, which might leave New Orleans some ten days after the mails sent forward by the Panama line, and yet arrive with those mails at the same time at San Francisco; and in returning be transmitted by the Panama mail steamers to Acapulco, thence by land to Vera Cruz, and arriving in New Orleans some ten days in advance of the mails by the way of Panama. By this arrangement, which Mr. Campbell thought would not benefit the public or department, intelligence might have been sent between San Francisco and the Atlantic cities in thirteen days, while by the Panama mail line the time taken was twenty-two or twenty-three days; and yet every arrival and departure of this intelligence at San Francisco would have been in the mail steamers bound to and from Panama. By this proposed arrangement, intelligence would have been transmitted between New Orleans and Acapulco in six days, as was frequently done, and between Acapulco and San Francisco direct in seven days more, the usual time taken. For there would not have been detentions in touching at San Diego and Monterey as required by the schedule, thereby saving two days. Thus intelligence would have been transmitted regularly to and received from California in twelve or thirteen days. But this would not, in the opinion of Mr. Campbell, benefit the public, although fires, and steamship wrecks, and commercial disasters, were then so rife along the shores of the Pacific, many of which were announced by intelligence transmitted over this line many days in advance of the mails, although without regularity, for the reasons above stated.

The Postmaster General does not repeat the objection taken in his letter of the 3d of November, that three trips per month are required by the schedule between New Orleans and Vera Cruz. He no doubt

found, on reflection, that argument untenable, because founded on a misconception of facts. Perhaps he may have since discovered that his two subsequent objections are deficient in force for the same reason.

After this answer of the department, on the 3d of November, to the company and Charles Morgan, a few weeks only remained before the meeting of Congress in the next month, when the contract was to be submitted to Congress for its action. How stood the affair at this time? Mr. Campbell had been apprised of the existence of the contract, of the schedule, and of the order of Mr. Hubbard to deliver a mail if called for. On the 15th of June the company had informed him of the purchases and contracts for materials made, and of preparations then in progress. To this Mr. Campbell had replied on July 9th, disapproving of the contract, for, as at present advised, the route was impracticable; that, for the transportation of the mails between the Atlantic and Pacific, it appeared both inexpedient and unjust to go into this a still further expenditure for the service in question, and that the contract was conditional, a principle he could not sanction.

On the 23d of September he revoked the order to deliver a mail if called for, because he wished to be first satisfied that it would be in proper custody and transported safely through Mexico; thus giving up the objection that the route was impracticable, and also waiving his disapproval of the contract itself.

On October the 26th, the company reported to the Postmaster General that the preparations for the land service were completed, and ready to commence the carrying of the mails. At the same time the department was informed, by Mr. Morgan and Mr. Aspinwall, that the steamers were provided for the sea service, and they desired a change of schedule of the days of arrival and departure on the line between New Orleans and Vera Cruz, so that the merits of the enterprise, before the contract took effect by an appropriation by Congress, might be fairly tested. The letter of the 26th of October was answered by the Postmaster General on the 3d of November following, in which it was stated that there could be no recognition by the department of any arrangement by which this additional semi-monthly mail, clearly contemplated by Mr. Hubbard, his predecessor, would be dispensed with. By this the contract was not only sanctioned, but also the department intimated that, both in letter and spirit, it must be carried out. The Postmaster General, therefore, refused to change the schedule prepared by Mr. Hubbard, because, by so doing, he imagined the object which his predecessor had in view might be frustrated, nor sanction the carrying of a mail, lest extra pay might be demanded.

On the 12th of November, Mr. Carmick, one of the contractors, addressed a letter to the Postmaster General, in which he alluded to a personal interview on the day previous, and stated that they "have asked no remuneration from the government while pursuing this enterprise, but have gone to work at their own expense, and proved the entire feasibility of this rapid communication, without the least hope or expectation that the department should, in any way, be sub-

jected, either directly or indirectly, to an acknowledgment of responsibility for future remuneration" for these extra services.

Thus stood the question at the opening of Congress, when the Postmaster General sent his annual report to that body. What was advanced in that document respecting the contract is so remarkable, that although it may be superfluous, it is here inserted, as follows :

On the 3d of March, 1853, Postmaster General Hubbard concluded a contract with Messrs. Ramsey & Carmick, of New York, at \$424,000 per annum, for service semi-monthly from Vera Cruz, Mexico, by Acapulco, San Diego, and Monterey, to San Francisco, and back, in thirteen days each way—being an extension of two of the trips on the New Orleans and Vera Cruz line, through Mexico, for the purpose of conveying the mail, and thus making one through line in sixteen days between New Orleans and San Francisco—a copy of which was communicated to the Senate on the 11th of March. This contract contains a stipulation that it shall not have any validity unless Congress should sanction it by the passage of an appropriation to carry it into effect.

On the 16th of June the department received a communication from Robert G. Rankin, president of the Ocean Mail and Inland Company, who states that that company is the real party to the contract entered into by Messrs. Ramsey & Carmick, reporting progress towards putting service into execution. To this communication the following reply was sent by me on the 9th of July :

"Your letter of the 15th ultimo came duly to hand. My attention having been specially called to the circumstances connected with the contemplated line to the Pacific, via Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the conditional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails over this line to San Francisco, does not meet with my approbation.

"In the first place, as at present advised, I consider the route impracticable for mail purposes.

"In the second place, the sums of money yearly drawn from the treasury for contracts which have for several years been, and are still in force, for the transportation of the mails between the Atlantic and the Pacific are very considerable, amounting to about \$731,868. In view of this fact, and of the many sections and neighborhoods in the different States which are either greatly restricted in or deprived altogether of mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question.

"Moreover, I disapprove of the principle upon which this contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognize any contingency of this kind, because, although the contractors may, under such conditional arrangement, establish no legal claim for compensation, they may, nevertheless, go on and incur expenses, in the expectation that

they will be paid, and Congress, more from private sympathy than from public policy or right, be at length induced to yield to a measure to which its prior sanction never could have been obtained."

Since that time the department has not heard from the Mexican Ocean Mail and Inland Company.

If, by inserting his letter of the 9th of July, the Postmaster General intended to convey the impression that these were his sentiments when his annual report was transmitted to Congress, he certainly had not acted with candor to those who relied upon his various communications, opinions, and intentions, expressed subsequently to the 9th of July, and already given above. If they were not his sentiments at the date of his annual report, but only those of the 9th of July, by their insertion in that document, without any qualification or comment, it was clearly acting without frankness to the representatives of the nation, in communicating to them opinions and intentions which he did not then entertain. But he went further, and entirely ignored all the correspondence on the subject with the department subsequent to the 9th of July, in the unqualified and emphatic assertion that "since that time the department has not heard from the Mexican Ocean Mail and Inland Company." It was certainly objectionable to give only a small portion of a correspondence, but it was certainly more objectionable to declare that the department had received nothing further, while other correspondence existed, and which was afterwards produced by the Postmaster General himself. The important letter from the company of the 26th of October was not only received, but answered by the Postmaster General, on November 3d, while the extended letter of Mr. Carmick of the 12th of November had actually been preceded by a personal interview on the previous day. The Postmaster General thus, in his annual report, conveyed the impression to Congress that the enterprise and contract had been abandoned, while the correspondence on file in the department, which he had under consideration and still fresh in his memory—for it appears from the published correspondence he had devoted some time to its contents—showed that in the preparation for the land and sea service more than a half million of dollars had been expended, and the line was ready for the transportation of the mails according to the contract.

There was a letter addressed to the department on the 23d of November, by Mr. Rankin, which it seems from the statement of the Postmaster General did not reach its destination, from some cause unknown, until two months after its date, although regularly mailed in November. This communication was "to explain the real character of the relations this company sustains to the contract, the obstacles to the non-fulfilment of it by a date as early as was anticipated, and a few remarks explanatory of the route." The obstacles to the non-fulfilment at as early a date as was anticipated in August were therein stated to be the withdrawal of the extra boats on the Pacific side, which broke the connexion at Acapulco, and consequently prevented the performance on the schedule days between Acapulco and San Francisco. All of which is a repetition of the correspondence in the months of October and November, and, of course, still in the recollection of the Postmaster General, as well as the fact stated by Mr. Aspinwall,

that the steamers were prepared for the service. Mr. Rankin further informed the department that efforts were making to place steamers between Acapulco and San Francisco, to perfect the connexion according to schedule time, even before an appropriation. The department never acknowledged the receipt of this letter; but the Postmaster General, in his letter to the Speaker of the House of Representatives, remarks: "It was not deemed necessary to answer the letter of Robert G. Rankin, president of the Mexican Ocean Mail and Inland Company dated November 23, 1853, and received at the department on the 30th of January, 1854. That they were not prepared to fulfil their conditional contract on the 23d of November, 1853, nine months after its execution, is therein conceded."

This assertion was, of course, not the first made on this subject entirely at variance with the fact. Mr. Rankin expressly stated that covenants had been made with the Pacific Mail Steamship Company for the performance of "all the conditions of the contract" for the sea service between Acapulco and San Francisco. And Mr. Aspinwall, on October 29, had informed the department that he was at that date prepared "to assign to this duty" two steamers then on the Pacific Ocean. The conditional contract had not taken effect at the date of Mr. Rankin's letter, but the contractors were then prepared to carry out the contract whenever ordered by the department. But between New Orleans and Acapulco, where the schedule called for the mail being transported in eight days, Mr. Rankin wrote that the contractors "have repeatedly carried it in six days." In another paragraph of the same letter, in alluding to the route across Mexico, "the land service, as will be hereafter shown, (see Appendix,) has been performed, carrying an independent mail, in 60 hours (instead of 120 hours, schedule time.") The appendix accompanying this letter, consisted in part of reports from the contractors in Mexico of the mail line being established from Vera Cruz to Acapulco, and of the time taken to transport the mail between these cities in the months of August, September, October, &c., all of which was in corroboration of the statement in the body of the letter that "the company have placed a portion of their rolling stock upon the road, at present equal to the transportation of fifty passengers per week from ocean to ocean. This rolling stock consists of the very best built Albany and Troy post coaches, Concord, (New Hampshire) passenger, baggage, express, and specie wagons, and about 500 horses and mules, (at the last report 493.") This is the letter in which "is therein conceded," the Postmaster General asserts "that they were not prepared to fulfil their conditional contract on November 23, 1853, nine months after its execution." The object of Mr. Rankin's letter was to report the contractors prepared to perform the service upon the passage of an appropriation, and to explain, that although ready in August, they were unable to run on schedule days, as early as was anticipated, in advance of the period for pay commencing, because the steamers were unable to run at irregular intervals, in advance of the date for compensation, although willing to carry the mail on the regular trips without pay. These were "the obstacles" to the non-fulfilment of the schedule contract time as early as was anticipated. But the con-



tractors were then prepared, and the want of an appropriation was the obstacle which prevented them commencing the service. All this the Postmaster General well knew, without the repetition of the same facts by Mr. Rankin, and he must have remembered the cause of the "obstacles," although in his annual report he states that the department had not heard from the company since the 9th of July. The Postmaster General ought to have said that on the 23d of November, the contractors were prepared to carry out the conditional contract, but were prevented from commencing by obstacles which would always exist for the period prior to an appropriation. He would thus have stated the truth.

But to return to this annual report of December, 1853, the Postmaster General therein undoubtedly intended to inform Congress that at that time the contract did not meet with his approbation; while, on November 3d previous, he had declared to the parties interested, that "there can be no recognition by this department of any arrangement by which the additional semi-monthly mail clearly contemplated by the then Postmaster General (Mr. Hubbard) can be dispensed with," and would not change the schedule, because the intent and object of his predecessor "would have been entirely frustrated." He further gave Congress to understand that he, "as at present advised, considers the route impracticable for mail purposes." And this assertion is made in the face of the action of his two predecessors; of the cabinet; of the recommendation of a large number of senators; of many members of the House; of the mails being transported continuously for months over the route, carefully and in safety, in half the time contemplated by the contract; of the opinions of William H. Aspinwall and Charles Morgan; one, the leading and most influential and wealthy gentleman in the Panama route and Pacific Mail Steamship Company, and the other holding a similar position in all respects towards the Nicaragua route. Mr. Aspinwall joining as a surety in the contract, and thereby pledging at least half a million of dollars for the successful issue of the enterprise, while as president of the Pacific Mail Steamship Company, he bound that corporation by covenants to the performance of the ocean service, and relying only for compensation upon performance in the time stipulated after an appropriation by Congress. Mr. Morgan, also joining in the undertaking on the Atlantic side, and expending funds in such preparations as to "embrace an investment of nearly \$300,000 for this first portion of the enterprise." To all this array of cumulative evidence in its favor before the department, the Postmaster General interposes his solitary opinion that he, "as at present advised," considers the route impracticable for mail purposes. And yet he furnishes no evidence upon which this solitary opinion was predicated, nor who furnished the advice.

The objection to conditional contracts again made its appearance, while in the same document he reported, having made an important one of that kind on the southern route in Alabama, which he was desirous Congress should confirm by an appropriation.

The annual report of the Postmaster General, in December, 1853, is herein dwelt upon, not so much for the purpose of exposing its discrepancies, as to clearly present the position assumed by the head of

the department in regard to this contract. The faith of the department was undoubtedly pledged to the contractors for frankness, candor, and justice, in this matter, of so much magnitude to them. They had entered into its conditions and stipulations, with its heavy guarantees and wealthy sureties, with the understanding that it would be submitted by the department to Congress for its sanction and approval. The contractors had made all their preparations for the performance of the service in accordance with their undertaking, and while thus engaged, Mr. Campbell had informed them that the department could not recognize any arrangement by which this additional semi-monthly mail, clearly contemplated by Mr. Hubbard, would be dispensed with. He would not even change the schedule under a contract, lest the intent and object of his predecessor in this would be frustrated. In his great desire that the mails should be carried safely and by proper persons by this line, he suspended their delivery to the contractors until the department simply should be first satisfied on that point. Thus duly apprised of the progress of the contractors, and thus informing them of his sentiments, and thus encouraging the enormous expenses they were assuming, the Postmaster General, in his annual report in December, 1853, unmindful of all this, and without regard to the good faith which ought to be preserved in every department, without regard to the heavy expenditures and liabilities of the contractors, without regard to the evidence and facts which had come to his knowledge, and without regard to the truth and candor which should characterize his communications to Congress, submitted the remarks cited above in his annual report, and at the same time withheld the contract and estimates, thereby annulling the contract by withholding from Congress the documents to act upon; and preventing action, moreover, by the suppression of facts, misstatements, and misrepresentations made at the same time to the representatives of the nation.

It may here, also, be noticed, that in the same annual report, the Postmaster General recommended another line for an additional semi-monthly mail to California, in direct opposition to his former declaration, that no arrangement could be recognized by the department, whereby that of his predecessor would be dispensed with; and in opposition, also, to the report itself, wherein he repeats, as one of his objections, that any further appropriations for the Atlantic and Pacific mail service, would be "inexpedient and unjust." Yet, with all these assertions made by him, and repeated, he proposed an additional semi-monthly mail, which would not touch at San Diego and Monterey, and which would require the same number of days for the performance of the service, as the Panama route. His reason for preferring that line, was, because the department would save \$124,000 per annum, while he forgot that the public would suffer a corresponding loss, from the delay in the receipt of their correspondence. Had the department applied for a clipper ship to perform this service, by the same process of reasoning, undoubtedly there might have been a still further saving in money. The department having thus virtually annulled the contract, made previously, the contractors were prejudiced in their rights, and at the same time ruined in their business.

The immense accumulation of material, which they had collected for the enterprise, was thrown useless upon their hands ; their credit in Mexico was paralyzed ; their grants from that government, to procure which so much time and money had been expended, were in jeopardy ; nearly fifty poor men, who were employed, had to be dismissed without any warning or preparation ; and some six hundred animals, which could neither be sold, nor funds realized in time to feed, died of starvation, in a country where grain was in abundance.

At the same session of Congress, the Post Office committee of the Senate reported an amendment to the appropriation bill, to carry out the contract. But, with the statements made by the department in the annual report, and which were believed at the time to be true, the contract seemed not only annulled, but the line abandoned by the contractors. At the last session, the same committee in the Senate reported a bill to indemnify the contractors, which passed that body without objection, and failed only in the House, on the last night of the session, from want of time to explain its provisions.

THIRTY-THIRD CONGRESS—SECOND SESSION.—IN THE HOUSE OF REPRESENT-  
ATIVES.

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## LETTER

FROM

THE POSTMASTER GENERAL,

TRANSMITTING

*Copy of a conditional mail contract; also copies of correspondence rela-  
tive to the same.*

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FEBRUARY 1, 1855.—Referred to the Committee on the Post Office and Post Roads, and or-  
dered to be printed.

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POST OFFICE DEPARTMENT,  
*Washington, January 31, 1855.*

SIR: I have the honor to transmit herewith, in compliance with the resolution of the House of the 2d of January instant, a copy of the conditional contract made by my predecessor, Mr. Hubbard, with Messrs. Ramsey & Carmick, on the 3d of March, 1853, for the extension of two of the trips on the New Orleans and Vera Cruz line, from Vera Cruz, Mexico, *via* Acapulco, to San Francisco, in California; also copies of all the correspondence relative to the same, and also relative to the change of schedule proposed on the line from New Orleans to Vera Cruz.

My views in regard to this contract were fully stated in my annual report to Congress of December 1, 1853, and are also contained in the correspondence herewith communicated. It was not deemed necessary to answer the letter of Robert G. Rankin, president of the Mexican Ocean Mail and Inland Company, dated November 23, 1853, and received at the department on the 30th of January, 1854. That they were not prepared to fulfil their conditional contract on the 23d of November, 1853, nine months after its execution, is therein conceded, and the department had neither the time nor desire to enter into a discussion of the irrelevant matters introduced into the body of that letter.

The objections which I entertained to the change of schedule on the New Orleans and Vera Cruz route, proposed by Messrs. Harris & Morgan, in their letter of the 26th October, 1853, were two-fold:

1. That by authorizing the change proposed, the original intent and object of my predecessor, Mr. Hubbard, in entering into the con-

ditional contract with Messrs. Ramsey & Carmick—which was to secure an additional semi-monthly mail between the Atlantic States and California by alternating at regular intervals with the present semi-monthly line *via* Panama—would have been entirely frustrated; and thus, instead of having a weekly mail between the Atlantic and Pacific, there would have been, as heretofore, only a semi-monthly communication.

2. By changing the schedule so as to make connexions at Acapulco with the steamers of the Pacific Mail Steamship Company, that company would receive not only their regular compensation under their contract with the government, but extra pay under the contract of Ramsey & Carmick, although no additional service was really rendered by them to the department or the public.

Authority having been given by Mr. Hubbard, on the 7th of March, 1853, to the postmasters of New Orleans, San Diego, Monterey, and San Francisco to make up and send mails by the Vera Cruz and Acapulco line, containing such matter as was expressly directed to go by that line, I took the precaution to withhold from those officers the authority to send mails without first consulting the department, by instructing them, on the 23d of September following, to report to the department before delivering such mails, for further instructions, should the proprietors apply for them. My object in issuing those instructions was simply to enable the department to be fully satisfied that all mails forwarded by that route were committed to the care and custody of competent and proper persons, and would be safely transported through Mexico. It does not appear, however, that any application has ever been made by Messrs. Ramsey & Carmick for a mail to be conveyed by that route, as no report from any postmaster to that effect has been received at this department.

I have the honor to be, sir, very respectfully, your obedient servant,  
JAMES CAMPBELL.

Hon. LINN BOYD,  
*Speaker of the House of Representatives.*




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No. 9—\$424,000 PER ANNUM.

*This article of contract*, made the fifteenth day of February, in the year one thousand eight hundred and fifty-three, between the United States (acting in this behalf by their Postmaster General) and Albert C. Ramsey and Edward H. Carmick, William H. Aspinwall and Edwin Bartlett, of the city of New York; Silas C. Herring, Elihu Townsend, Simeon Draper, and R. B. Coleman, of the same place, *witnesseeth*: That whereas, by an act of Congress, passed March 3, 1845, entitled "An act to provide for the transportation of the mail between the United States and foreign countries, and for other purposes," the Postmaster General is authorized to contract for the transportation of the United States mail between any of the ports of the United

States and a port or ports of any foreign power whenever in his opinion the public interests will thereby be promoted; and whereas, by another act of Congress, passed March 3, 1851, entitled "An act to establish certain post-roads in the United States and the Territories thereof," the Postmaster General is authorized to enter into contracts, for a period not longer than four years, for transporting through any foreign country the mails of the United States, and that in making such contracts, the Postmaster General shall be bound to select the speediest, safest, and most economical route; and whereas notice has been given by advertising, in accordance with the directions of said act, for inviting proposals for mail contracts under and by virtue of the acts aforesaid; and whereas Albert C. Ramsey and Edward M. Carmick have been accepted, according to law, as contractors for transporting the mail on route No. 9, from Vera Cruz, via Acapulco, to San Francisco and back, twice a month, according to the schedule hereinafter mentioned, in thirteen days each way, being an extension of two of the trips on the New Orleans and Vera Cruz line through Mexico, for the purpose of conveying the mail, and thus making one through-line in sixteen days between New Orleans and San Francisco, at and for the sum of four hundred and twenty-four thousand dollars per year, for and during the term commencing from the time Congress shall ratify this contract, and ending four years from that date, with the right reserved to the Postmaster General to continue it one year longer, at the same terms: Now, therefore, the said Albert C. Ramsey and Edward H. Carmick, contractors, and Silas C. Herring, Elihu Townsend, Simeon Draper, Robert B. Coleman, William H. Aspinwall, and Edwin Bartlett, their sureties, do jointly and severally undertake, covenant, and agree with the United States, and do bind themselves:

1st. To carry said mail within the times fixed in the annexed schedule of departures and arrivals, and so carry until said schedule is altered by the authority of the Postmaster General of the United States, as hereinafter provided, and then to carry according to said altered schedule.

2d. To carry said mail in a safe and secure manner, free from wet or other injury, in weather-proof bags and vehicles on the land route, and in a separate and convenient apartment on shipboard, to be suitably fitted up under order of the department, at the expense of the contractors, for the assorting and safe-keeping of the mails, and for the sole and exclusive occupation, use and accommodation of the Post Office Department and its mail-agent, if the Postmaster General shall require it for the use and accommodation of the mail and mail-agent, and such mail-agent is to be conveyed without further charge.

In case the contractors fail to furnish such suitable accommodations, the department shall have the right to provide the bags, vehicles, or apartments, or other suitable accommodations at the expense of the contractors.

3d. To take the mail and every part of it from, and deliver it and every part of it into the post office at San Francisco, and to and from the mail steamers at Vera Cruz on the New Orleans and Vera Cruz line, and also to deliver and receive the mails at San Diego and Mon.

terey, regularly by each trip going and returning, as is now done by the "Pacific Mail Steamship Company."

They also undertake, covenant, and agree with the United States, and do bind themselves, jointly and severally, as aforesaid, to be answerable for the person to whom the said contractors shall commit the care and transportation of the mail, and accountable to the United States for any damages which may be sustained by the United States through his unfaithfulness or want of care; and that the said contractors will discharge any carrier of said mail whenever required to do so by the Postmaster General; also, that they will not transmit by themselves or their agent, or be concerned in transmitting commercial intelligence more rapidly than by mail, and they will not carry out of the mail letters or newspapers which should go by post; and that they will not knowingly convey any person carrying on the business of transporting letters or other mail matter without the consent of the department; and further, that the said contractors will convey, without additional charge, post-office blanks, mail bags, and the special agents of the department, on the exhibition of their credentials.

They further undertake, covenant, and agree with the United States, that the said contractors will collect quarterly, if required by the Postmaster General, of postmasters on said route, the balances due from them to the General Post Office, and faithfully render an account thereof to the Postmaster General in the settlement of quarterly accounts, and will pay over to the General Post Office all balances remaining in their hands.

For which services when performed, the said Albert C. Ramsey and Edward H. Carmick, contractors, are to be paid by the said United States the sum of four hundred and twenty-four thousand dollars a year, to wit: quarterly, in the months of May, August, November and February, through the postmasters on the route or otherwise, at the option of the Postmaster General of the United States; said pay to be subject, however, to be reduced or discontinued by the Postmaster General, as hereinafter stipulated, or to be suspended in case of delinquency.

It is hereby stipulated and agreed by the said contractors and their sureties, that the Postmaster General may increase the service or change the schedule, he allowing a pro rata increase of compensation within the restrictions imposed by law for the additional service required; but the contractors may in case of increased service or change of schedule, relinquish the contract, on timely notice, if they prefer it to the change.

It is hereby also stipulated and agreed by the said contractors and their sureties, that in all cases there is to be a forfeiture of the pay of a trip when the trip is not performed, and of not more than three times the pay of a trip when the trip is not duly performed and no sufficient excuse for the failure is furnished; a forfeiture of at least one-fourth part of it when the running is so far behind time as to lose connexion with a depending mail, unless it is shown that the same was not caused by neglect, or want of proper skill, or misconduct, and a forfeiture of a due proportion of it when a grade of service is rendered

inferior to the mode of conveyance above stipulated ; and that these forfeitures may be increased into penalties of a higher amount, according to the nature or frequency of the failure, and the importance of the mail ; also that fines may be imposed upon the contractors, unless the delinquency be satisfactorily explained to the Postmaster General in due time, for failing to take from or deliver at a post office, or a steam-vessel, the mail, or any part of it ; for suffering it to be wet, injured, lost, or destroyed ; for carrying it in a place or manner that exposes it to depredation, loss, or injury, by being wet, or otherwise ; for refusing after demand, to carry a mail by any vessel or other vehicle which the contractors run or are concerned in running on the route beyond the number of trips above specified ; or for not arriving at the time set in the schedule, unless not caused by neglect or want of proper skill, or by misconduct. And for setting up or running an express to transmit letters or commercial intelligence in advance of the mail, or for transporting knowingly, or after being informed, any one engaged in transporting letters or mail matter in violation of the laws of the United States, a penalty of five hundred dollars may be exacted for each offence, and for each article so carried.

And it is hereby further stipulated and agreed by the said contractors and their sureties that the Postmaster General may annul the contract for repeated failures ; for violating the post office laws ; for disobeying the instructions of the department ; for refusing to discharge a carrier, or any other person having charge of the mail by his direction, when required by the department ; for assigning the contract without the consent of the Postmaster General ; for setting up or running an express as aforesaid, or for transporting persons conveying mail matter out of the mail as aforesaid ; or whenever the contractors or either of them shall become a postmaster, assistant postmaster, or member of Congress ; and this contract shall in all its parts be subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled " An act concerning public contracts."

And it is hereby further stipulated and agreed by the said contractors, that the steam-vessels for the service between San Francisco and Acapulco shall be of a class contemplated by the act of Congress, passed March 3, 1845, entitled " An act to provide for the transportation of the mail between the United States and foreign countries, and for other purposes ;" and that the same shall be delivered to the United States, or their proper officer, on demand made, for the purpose of being converted into vessels of war, according to the tenor and terms of the said act.

And it is hereby further expressly understood that this contract is to have no force or validity until it shall have received the sanction of the Congress of the United States, by the passage of an appropriation to carry it into effect.

In witness whereof, the said Postmaster General has caused the seal of the Post Office Department to be hereto affixed, and has attested the same by his signature ; and the said contractors and their



sureties have hereunto set their hands and seals the day and year set opposite their names, respectively.

S. D. HUBBARD, [SEAL.] March 3, 1853.

*Postmaster General.*

WM. H. ASPINWALL, [SEAL.] March 3, 1853.

EDWIN BARTLETT, [SEAL.] March 3, 1853.

By WM. H. DAVIDGE, *their Att'y.*

ALBERT C. RAMSEY. [SEAL.] February 25, 1853.

EDWARD H. CARMICK. [SEAL.] February 25, 1853.

SILAS C. HERRING. [SEAL.] February 25, 1853.

ELIHU TOWNSEND. [SEAL.] February 25, 1853.

SIMEON DRAPER. [SEAL.] February 25, 1853.

R. B. COLEMAN. [SEAL.] February 25, 1853.

THE MEXICAN OCEAN MAIL

AND INLAND COMPANY, [SEAL.] February 25, 1853.

By ROBERT G. RANKIN, *President.*

Signed, sealed, and delivered by the Postmaster General in the presence of—

JAMES LAWRENSON.

R. T. McLAIN.

And by the other parties hereto in the presence of—

J. B. NOTT, witness for A. C. Ramsey, S. Draper, and R. B. Coleman, and Edward H. Carmick.

EDWARD S. GOULD, witness to S. C. Herring.

Witness to William H. Davidge's signature, as attorney of William H. Aspinwall and Edwin Bartlett—

JAMES LAWRENSON.

R. T. McLAIN.

Witness to R. G. Rankin's signature—

JNO. T. HOWARD.

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I hereby certify that I am well acquainted with Albert C. Ramsey, and Edward H. Carmick, and Silas C. Herring, Elihu Townsend, Simeon Draper, and R. B. Coleman, and the condition of their property; and that, after full investigation and inquiry, I am well satisfied that they are good and sufficient sureties for the amount in the foregoing contract.

WILLIAM V. BRADY,  
*Postmaster at New York.*

*The schedule of departures and arrivals.*

Leave Vera Cruz on the 4th and 17th of each month. Arrive at Acapulco by the 9th and 22d of each month.

Leave Acapulco on the 9th and 22d of each month. Arrive at San Francisco by the 17th and 30th of each month.

Leave San Francisco on the 8th and 24th of each month. Arrive at Acapulco by the 16th and 1st of each month.

Leave Acapulco on the 16th and 1st of each month. Arrive at Vera Cruz by the 21st and 6th of each month.

POST OFFICE DEPARTMENT,

*March 7, 1853.*

GENTLEMEN: The postmasters of New Orleans, San Francisco, Monterey and San Diego, will be authorized to send a mail by the Vera Cruz and Acapulco line, containing letters or papers expressly directed to go by that line, when said communication is open, and you are prepared to carry a mail, with the express understanding that neither this department nor the government is to be in any way holden for any expenses attending such service; but, as provided in the contract, it is left for Congress to determine whether the contract is to be sanctioned by an appropriation to carry it into effect—the pay, if any, for said service commencing only in accordance with the terms of the contract made February 15, 1853.

I am, respectfully, your obedient servant,

S. D. HUBBARD,

*Postmaster General.*

Messrs. RAMSEY & CARMICK, *New York.*

POST OFFICE DEPARTMENT,

*March 7, 1853.*

SIR: You are hereby authorized to make up and send a mail by the Vera Cruz and Acapulco line, containing letters or papers expressly directed to go by that line, when said communication is open, and the contractors are prepared to carry a mail on the terms of their contract of February 15, 1853. You would do well, perhaps, to advertise to the above effect, adding that all letters, &c., not marked as above indicated, will be forwarded by the Panama route.

Respectfully, your obedient servant,

S. D. HUBBARD,

*Postmaster General.*

POSTMASTER,

*San Francisco, California.*

[Same to postmasters of New Orleans, San Diego, and Monterey.]

OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND COMPANY.

*New York, June 15, 1853.*

MY DEAR SIR: The position that our company sustains to the government, (as the real parties by contract,) to execute the mail con-

tracts with Messrs. Ramsey & Carmick, renders it proper that the Post Office Department should be advised of the state of forwardness on the part of the contractors to fulfil the contracts.

Our vice president, Col. Albert C. Ramsey, is now in Mexico assigning the stations. In all this month and next month, the coaches, wagons, and literas will be in Mexico—portions of them being on their way now. By August 10 the mules and horses (1,000) will be down from Coahuila, and we then expect to make the regular transit across.

Although the contracts only require a bi-monthly mail, we are making all our arrangements for a *daily* line of transit across Mexico, feeling justified by the assurances we have from Mexico. We shall also establish a weekly line of steamers from New Orleans to Vera Cruz, (one steamer is now running there, and another now building;) and with the use of the new *envelopes*, (when they appear,) we shall actually afford a weekly line from New Orleans to San Francisco; and if the steamers on the Pacific could be arranged, we could make a daily line to San Francisco in sixteen days. Our land route will be daily, in any case, on account of our Mexican facilities.

We have purchased and ordered the whole of the rolling stock for the transit, and parties are now in Mexico clearing obstructions, and we shall not, I think, require the full time allowed by the contract for the transit, although trial only will verify our expectations.

We already have a margin in our favor in the gulf service, as our steamer, the "Texas," has performed the duty in sixty hours; and the Pacific service has been done in twenty-four and thirty hours less than schedule time. Our recent reports from Mexico justify us in the expectation of carrying the mails in fourteen days from New Orleans to San Francisco, and six months of experimental operation will, I think, show the feasibility of doing the regular service in within fifteen days.

In conclusion, I would add that we are exerting every energy in pushing the thing up, and shall spare neither time nor money in proving the truthfulness of all our positions.

An estafette mail will be carried from Vera Cruz and New Orleans to San Francisco next month, until the service becomes regular.

I am, with great respect, your obedient servant,

ROBT. G. RANKIN,  
*President.*

We have the *highest* assurance of *our* favorable position in Mexico.

HON. JAMES CAMPBELL,

*Postmaster General, U. S., &c.*

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POST OFFICE DEPARTMENT, *July 9, 1853.*

SIR: Your letter of the 15th ultimo came duly to hand. My attention having been specially called to the circumstances connected with the contemplated line to the Pacific via Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the condi-

tional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails over this line to San Francisco, does not meet with my approbation.

In the first place, as at present advised, I consider the route impracticable for mail purposes.

In the second place, the sums of money yearly drawn from the treasury for contracts, which have for several years been, and are still in force, for the transportation of the mails between the Atlantic and the Pacific, are very considerable, amounting to about \$731,868. In view of this fact, and of the many sections and neighborhoods, in the different States, which are either greatly restricted in, or deprived altogether of mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question.

Moreover, I disapprove of the principle upon which this contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognise any contingency of this kind, because, although the contractors may, under such conditional arrangement, establish no legal claim for compensation, they may, nevertheless, go on and incur expenses, in the expectation that they will be paid, and Congress, more from private sympathy than from public policy or right, be at length induced to yield to a measure to which its prior sanction never could have been obtained.

I am, respectfully, your obedient servant,

JAMES CAMPBELL,  
*Postmaster General.*

ROBT. G. RANKIN, Esq.,

*Pres't of the Mexican Ocean Mail and Inland Co., N. Y.*

POST OFFICE DEPARTMENT,  
*September, 23, 1853.*

SIR: Should the proprietors of the Vera Cruz, Acapulco, and San Francisco line apply for mail to take over their route, under the conditional order of the late Postmaster General, dated March 7, 1853, before delivering such mail to them, you will report to department for further instructions.

Very respectfully, your obedient servant,

JAMES CAMPBELL,  
*Postmaster General.*

POSTMASTER,

*New Orleans, Louisiana.*

To Postmaster at San Diego, California: Same.

J. C.

To Postmaster at Monterey, California: Same.

J. C.

To Thos. J. Henley, Esq., San Francisco, California: Same.

J. C.

WASHINGTON, October 26, 1853.

DEAR SIR: The Mexican Ocean Mail and Inland Company, and Charles Morgan, of New York, (through the agency of the undersigned,) present the following facts, and ask such decision as an impartial consideration of this memorial may produce. The company (having obtained from the government of Mexico peculiar and well-authenticated privileges, whereby they were enabled to present to the United States Post Office Department a schedule of mail service which should insure the transmission of mails between New Orleans and San Francisco in the short space of sixteen days) urged the department for a mail contract authorizing the service, which was granted subject to an appropriation by Congress for payment. Thereupon the company commenced proceedings for putting the route into active operation. Proper agents were despatched to Mexico, and have been actively engaged in overcoming such obstacles as, unremoved, would have impeded rapid transit across that country. Roads were improved, others made; coaches, harness, mules, and horses have been purchased, and a large portion of them are already on the route, ready to commence the carrying of the mails. In connexion with and forming a portion of this through route, a mail service from New Orleans to Vera Cruz has been put into operation, the schedule for which was so arranged as to meet at Acapulco with the mail steamers on the Pacific, insuring a proper connexion on that end of the line. Thus nothing stood in the way of the successful operation of the route, save the obstacles on the land, which, being overcome, would enable us at once to perform our contract in the specified time; but now that arrangements are completed for this portion of the service, your memorialists find that an alteration in the running on the Pacific has thrown out of gear this well arranged system. By the present schedule between New Orleans and Vera Cruz, it is impossible to meet the Pacific steamers, as they now run, at Acapulco, without suffering long delays at the latter point, entirely ruining the efficacy of this otherwise desirable medium of transit. The undersigned, C. Morgan, now urges that a knowledge of the existence of a through service to San Francisco was the inducement for his accepting the portion of service between New Orleans and Vera Cruz; as, upon the successful working of the through route, he depended for any profits that might inure to his ships from his connexion therewith. He has already put upon the route a first-class steamship of over 1,100 tons burden, and is building another of about 1,500 tons burden for the same purpose; which two vessels will embrace an investment of nearly \$300,000 for this first portion of the enterprise. The company depend upon appropriations by Congress for the means of remuneration; and as such appropriations can only be secured by proofs of the practicability of the through-route, as per schedule, they, together, ask your consideration of the efforts they have made, and the moneys they have expended, under inducements the Post Office Department held out to them, for such efforts and expenditures, *by granting a through-service and arranging schedule for connexion*; and respectfully petition that you will so alter the schedule between New Orleans and Vera Cruz

for the two trips per month, now being performed, as will give them an opportunity of proving to Congress that this is far the most expeditious route yet opened to the rich commerce of California; which proofs they feel must necessarily insure the appropriations that shall furnish the means to enable them eventually to carry the mails between the two great points in the short space of thirteen days! Believing that your sense of justice and desire for advancing the mails in accordance with the progressive ideas of this essentially progressive age will induce an assent to their prayer, they have the honor herewith to submit such *temporary* schedule for the said two trips per month, as shall furnish the desired proofs; and, with sentiments of regard and esteem, subscribe, respectfully, yours,

THE MEXICAN OCEAN MAIL AND INLAND CO.,  
and CHARLES MORGAN,

per HARRIS & MORGAN, of *New Orleans*.

Hon. JAMES CAMPBELL,

*Postmaster General of the United States.*

*Schedule.*

Leave New Orleans 7th and 22d ;  
Arrive at Vera Cruz 10th and 25th.  
Leave Vera Cruz 14th and 29th ;  
Arrive at New Orleans 17th and 2d.

OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND Co.,  
*New York, October 29, 1853.*

DEAR SIR: Herewith please find a letter addressed to our firm from the president of the Pacific Mail Steamship Company, explaining why the schedule of running on the Pacific has been changed, (thus rendering *useless* the *present schedule* between New Orleans and Vera Cruz;) and, further, approving the schedule which we had the honor of submitting for your consideration in our memorial, dated in Washington, D. C. Trusting the views of our case, to which your attention has been called, will induce a favorable decision, we have the honor to subscribe, with sentiments of regard and respect, your obedient servants,

HARRIS & MORGAN.

Hon. JAMES CAMPBELL,

*Postmaster General of the United States.*

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[For the Commercial Advertiser.]

OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND Co.,  
*New York, October 27, 1853.*

In your issue of Wednesday evening, in the postscript of telegraphic news from Mexico, an important error occurred in relation to the transmission of San Francisco news by our route. Your correspondent.

says: "The news came over the New Mexico or Ramsey route, and occupied about twenty-four days in its transmission." The facts are as follows: The news left San Francisco on the 1st of October by the Nicaragua steamer Pacific; it arrived at Acapulco on the 8th, crossed Mexico, and arrived at Vera Cruz on the 12th, where the news remained from the 12th until the 22d, the regular sailing day of the Texas, (the steamer that carried the news, instead of the Mexico, as stated in your article.) If our steamer had left Vera Cruz on the arrival of the news from Acapulco, our merchants would have had the market prices in fifteen days from San Francisco via New Orleans. If it should be asked why the Texas did not sail until the 22d, the only reply we have to offer is that she was running on schedule time appointed by the Post Office Department, and until that schedule is altered the delay is likely to recur. With a proper connexion, our line can deliver mails from San Francisco, into New Orleans weekly, in less than sixteen days.

Respectfully, your obedient servant,

ROBERT G. RANKIN, *President.*

Be pleased to observe, by extract from Commercial Advertiser, the transmission of California news from California, by our route, in fourteen days!

H. & M.

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PACIFIC MAIL STEAMSHIP COMPANY,  
New York, October 28, 1853.

GENTLEMEN: Having examined carefully the schedule proposed by you for running on the route between New Orleans and Vera Cruz, so as to connect at Acapulco with our steamers between Panama and San Francisco, I beg leave to inform you that it meets our approval.

When our company commenced to run weekly boats, the schedule of the Texas was arranged to conform to the movements of those extra boats. It happened, however, that the United States Mail Steamship Company, although willing to perform extra service, and to let that service speak for itself to Congress, was not willing to bind itself as the government required, so as to shut out all prospect of extra remuneration by a liberal legislature for extra duty; and, consequently, the steamers, on intermediate weeks, on this side, were withdrawn. The connexion being thus cut off, our company was obliged to discontinue its weekly trips after the schedule of the Vera Cruz and Acapulco route had been arranged to conform to those trips.

My understanding with Mr. Rankin is, that when the route is fairly opened, we will run steamers in the Pacific in due connexion; and I am prepared to assign this duty to two of our smaller first-class steamers the moment I am justified in so doing. Until then the merits of the route can be tested by arranging a schedule to conform to the arrivals at Acapulco, and, as far as possible, to the departures thence for San Francisco of our steamers now running; and the interests of the government and of the public unite in recommending such a course.

Very truly, yours,

WM. H. ASPINWALL, *President.*

Messrs. HARRIS & MORGAN.

POST OFFICE DEPARTMENT,  
November 3, 1853.

GENTLEMEN: In answer to your letter of the 26th ultimo, I have to state that, at the request of Mr. Carmick, the contractor, the present schedule of the New Orleans and Vera Cruz route was arranged to connect with the contemplated route across from Vera Cruz to Acapulco, which it was proposed to run in due connexion with an independent line of steamers between Acapulco and San Francisco—thus, with the route via Panama, giving a mail four times, instead of twice a month, between the Atlantic States and California. It was not the intention to connect at Acapulco with the steamers of the Panama line, but, as above remarked, to establish an additional semi-monthly mail to run, via Vera Cruz and Acapulco, alternately at regular intervals with the line via Panama.

This arrangement was made with my predecessor, Mr. Hubbard, with whom, as Postmaster General, also a conditional contract was entered into for the part of the service between Vera Cruz and San Francisco, which contract was to take effect *only from the time it should be ratified by Congress*; nor was it to have any force or validity whatever until it should receive the sanction of Congress by the passage of an appropriation to carry it into effect. No such sanction has as yet been given by Congress; but, apart from this, and without troubling you with my views on the whole subject, it is simply necessary for me to say that there can be no recognition by this department of any arrangement by which the additional semi-monthly mail, clearly contemplated by the then Postmaster General, can be dispensed with.

The application, therefore, for a change of schedule on the route from New Orleans to Vera Cruz must now be considered without reference to any trips it may be proposed to run in connexion therewith beyond. The contract requires three trips a month; you propose but two, and it is unnecessary for me to say that the number of trips stipulated for in the contract will be required.

I am very respectfully, your obedient servant,

JAMES CAMPBELL.

Messrs. HARRIS & MORGAN,  
New Orleans, Louisiana.

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WASHINGTON, November 12, 1853.

DEAR SIR: It is with great reluctance that I encroach upon your time at this particular season of your official duties; but what I have to say can be read at your leisure, without much inconvenience.

After my interview with you, yesterday, I was impressed with the idea that you had received from some quarter erroneous and unfavorable views in regard to this great national enterprise that I am so deeply interested in. I trust, however, that you will not permit any such influence to operate in your mind without affording us an opportunity to be heard. I consider it a duty I owe you and your high position to explain, in a frank and upright way, the true object we have in view in regard to this project; it is to test the merits of this



route for a mail communication, the benefit of which will accrue to the country, the government, and those engaged in perfecting it. We have asked no remuneration from the government while pursuing this enterprise, but have gone to work, at our own expense, and proved the entire feasibility of this rapid communication, without the least hope or expectation that the department should in any way be subjected, either directly or indirectly, to an acknowledgment of responsibility for future remuneration. We desire to establish a great national highway from ocean to ocean, over a route in which there is a saving of 1,800 miles, between New Orleans and San Francisco; and the day is not far distant when all the present routes will only be secondary to it. This opinion is based on reasonable grounds: first, the saving of time; and, second, the beauty of the country and the salubrious climate over which the route passes. There is but one opinion on this subject among all Californians. We have conceived that, in offering to our government the facilities of a rapid mail communication on so important a route, we have a right to expect from that government a liberal encouragement, at least by an expression favorable to an enterprise where so much energy and capital is invested. Our project has been fully investigated by the late cabinet, and, after their mature consideration, it was acted upon. The contract was sustained by an appeal of one-half of the United States Senate in a memorial to the department, and by the personal solicitation of the representatives from the south and west; also, by a memorial from the most influential citizens of Louisiana—the same being now on file in the department. General Rusk, who framed the law under which the contract was made, also urged the advantages of this communication on the department; among others were Senators Gwin and Soulé. This communication must depend entirely on its merits, and by its advantages for the public welfare. If it cannot offer greater inducements to the government than the present routes, it cannot expect to succeed; but if it can be proved that this is the speediest route the law seems not to be violated while offering facilities on the part of the government to test so important an object. We have, however, proved beyond a doubt that the transit can be made from sea to sea in from three to four days, and I hope you may offer us your liberal co-operation, without involving in the least a compromise of the public interest; it is no more than we have a right to expect from the department. Governor Marcy, without looking into details, has expressed to me similar views, and says that our communication seems to hold out great national advantages, and he did not doubt but that you would look on it in a proper light. I feel confident that Congress will support any measure that can be proved of public utility for the south and west; and this is a southwestern measure, without any demands from the public treasury, to build steamships or railroads. I know the feeling that existed last Congress on this subject, and I feel confident that it will be supported by the south and west.

I have spent several years of intense labor and a large amount of money in bringing this enterprise to its present position. I have passed through many deep and almost impenetrable barriers, and no impediment shall stop the consummation of this great national work,

save that of the hand of Providence. I am sustained by capital and energy, and I know no fail where perseverance can do the work. My future reputation and welfare is largely involved in the success of this project, and I sincerely beg that you will form no premature opinion on this subject against my interest. I do not, however, believe that you would do so, without an honest conviction of your judgment; but I do know that all enterprises must expect opposition from various causes. Envy is no small feature to contend with; and we have had to combat against it, solely upon the ground that we have not been disposed to divide our interest with others. The late administration was made aware of these facts, and they received with great caution any information coming from doubtful sources.

I most respectfully ask that you will give an order, permitting me as one of the contractors, to carry a mail over this route from California, leaving it optional with persons to send by this way, and to designate the same on the letter; and in giving such an order, I wish you particularly to state that the department will in *no way be bound for any future remuneration for the service.*

Very respectfully, your obedient servant,

E. H. CARMICK.

Hon. JAMES CAMPBELL.

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OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND CO.,  
November 23, 1853.

SIR: In accordance with a request from Messrs. Ramsey and Carmick, the contractors named in the contract hereinafter mentioned, I have the honor of reporting to your department *the real character of the relations this company sustains to the contract; the obstacles to the non-fulfilment of it by a date as early as was anticipated; and a few remarks explanatory of the route.*

On the 15th day of February, 1853, a contract was made by the United States government, acting by the Postmaster General, with Albert C. Ramsey and Edward H. Carmick, of Pennsylvania, to carry the United States mails between San Francisco and Vera Cruz, at certain definite and specific periods mentioned in the schedule of the contract, for the sum of \$424,000 per year, for the period of four years, with the privilege of extending it one year if the Post Office Department thought proper. This contract was not of that liberal form heretofore characteristic of all the other ocean mail contracts, but was in a form of that specific and detailed character peculiar to any short land service, where time might be insured to a minute. The contract was, in fact, so stringent as to be incompatible with any but an honest intention to fulfil its spirit and letter, in which spirit it was, in fact, assumed by the parties associated in its performance. This contract was printed and sent to the Senate at its last session, and is now on its files. By the 5th section of the law of 1848 it is illegal for contractors to assign their contracts; and although aware that the department is not bound to recognize any but the contractors, yet, frankness enforces the propriety of saying that, by specific cove-

nants, this company have agreed with Messrs. Ramsey and Carmick to fulfil all the conditions of the contract on their part to be kept and performed, in relation to the land service between Vera Cruz and Acapulco, and that similar covenants have been made with the Pacific Mail Steamship Company (William H. Aspinwall, esq., president,) for the sea service between Acapulco and San Francisco. The contract distinctly specified that its schedule time (and in fact the spirit of the contract) was to the intent that it should form part and parcel of the contract for the gulf service, being an extension of two of the trips between New Orleans and Vera Cruz, made (under a specific law, August 30, 1852,) with Mr. Carmick, so as to form, in its own language, "*one through-line in sixteen days between New Orleans and San Francisco.*" The gulf contract is without any condition as to an appropriation; but the larger or Pacific contract is made contingent upon an appropriation by Congress for its approval. The question might be gravely raised, in looking at one contract as an integral part of the other, whether the appropriation by Congress of \$70,000 (a trifle more than it was bid for and taken by Mr. Carmick, viz: \$69,750) for the gulf service, was not an approval in terms of the Pacific contract, and discharged the condition of approval contained in it. But inasmuch as the parties associated in the enterprise have no covert policy to pursue, and have not yet been able to carry the mails in contract schedule time between Acapulco and San Francisco, (although they have carried it repeatedly in six days, or two days less than schedule time, between New Orleans and Acapulco,) they have no disposition to raise issues or ask for unearned appropriations. They presented their claims to the last administration on the sole integrity, feasibility, and celerity of their route; the proposals for the service were regularly advertised, and the contract awarded to the parties as the lowest bidders, but not until the most critical, searching, and minute examination was made of the practicability of the whole route. The investigation was pursued by the late Postmaster General Hubbard with a critical acumen that must have detected any imperfection. The grants made to this company by the Mexican government, and authenticated according to the highest forms known to the Mexican laws, were not only critically examined, but verified at Washington by the Mexican legation. These grants, instead of interfering with treaty stipulations, will, if honestly developed, prove most conservative elements in sustaining such stipulations by the promotion of commercial, social, and domestic intercourse, and by the infusion of fraternal comity in political and civil relations.

*The obstacles to the non-fulfilment of the Pacific service.*—As before stated, the contractors, this company, and the Pacific Mail Steamship Company, entered into mutual covenants, by which the latter company obligated themselves to carry the mails between San Francisco and Acapulco, according to the contract and schedule time as therein set forth by the department. At the date of the contract the Pacific Mail Steamship Company were running a weekly line of steamers between Panama and San Francisco, in the weeks intervening with their semi-monthly mail; and the late administration intended, by this weekly line and the Vera Cruz and Acapulco route, to send a weekly instead

of semi-monthly mail to San Francisco, and in sixteen days from New Orleans instead of twenty-eight days (the average at that time of the semi-monthly mails) from New York. The Pacific Mail Steamship Company withdrew their weekly line, which of course prevented the execution of the Pacific service in contract time until steamers could be placed on the line between Acapulco and San Francisco, and which this company are making arrangements to effect, not only in reference to the line from New Orleans, but from New York, so as to carry passengers in sixteen or eighteen days from New York to San Francisco. In consequence, however, of the (early) non-performance of the Pacific service in schedule time, it is understood that your department rescinded the order made by the late Postmaster General Hubbard for the postmasters at New Orleans, San Francisco, San Diego, and Monterey, to forward letters by this route. The disappointment of the contractors by the withdrawal of the weekly line was great and embarrassing, and disordered the whole arrangements of this company; and while we respectfully defer to the abstract correctness of the position taken by the Post Office Department on account of it, we yet hope that a great enterprise, so eminently calculated to benefit our commerce, and one so earnestly demanded by our southern and western citizens, as intimately connected with their interests, might have a little further time to place itself right before Congress and the department.

It is respectfully suggested, in this connexion, that the Gulf service is punctually performed twice a month, and will be three times a month as soon as the steamer "*Vera Cruz*," now nearly ready, can be finished; that the land service, *as will be hereafter shown*, (see appendix,) has been performed, carrying an independent mail in sixty hours, (instead of one hundred and twenty hours, schedule time;) that this company have not asked for any special favors from the department—no advance on the appropriations—as other ocean mail companies have done; that no pay is asked for until the service is performed, and the money honestly and equitably earned; and that the 2d section of the law of March 3, 1851, is applicable to our case, viz: that the Postmaster General by this law "*shall be bound to select the speediest, safest, and most economical route.*"

We deprecate a negation of the contract by the department until further time is allowed us; and it is believed, in view of these facts and the spirit of the law last referred to, that our enterprise may receive an impartial consideration and presentation in your annual report on the Post Office Department. An official condemnation, emanating from the department under your administration, would be a serious obstacle in the development of the Mexican grants. *It is believed by many that the department had full power under the law to make the contract without the intervention of Congress for its approval;* but having been made with that contingency, it is now only asked that this enterprise may go before Congress on its own merits and integrity. A spirit of frank and honorable dealing renders it necessary for the undersigned to say, that a difference exists among the associated parties as to the real value and bearing of a government con-

tract on this enterprise, and this difference may have reached the ears of the department.

Some of the parties believe that a government contract nationalizes the route, and gives it an importance superior to mere individual enterprise, and that the imperative necessity of "*making time*" insures more despatch. Others of the parties believe that a line of fast steamers from New Orleans to Vera Cruz, for the increasing southern and western travel from the valleys of the Mississippi and Ohio rivers, (composing the source of nearly seven-tenths of the whole resident population of California out of the city of San Francisco,) and another fast line of steamers from New York to Vera Cruz in six or seven days, by steamers built expressly for mail and passenger service, (and not naval service,) of about one thousand tons, in connexion with similar steamers from Acapulco to San Francisco in six days, would form a line that would take precedence of all others for celerity and certainty. Experience has exploded the idea that the mail and naval service can be performed by the same steamers, and an examination of the steamers now in the employ of the United States and mail-service department verifies the position that steamers suitable for a marine battery are too slow for "mail-service," and that the light and fast steamer which can be propelled three hundred and fifty miles in twenty-four hours is not suitable for a battery corresponding with her tonnage or power adequate to such speed. They believe that such a line, by this overland route, in sixteen, or eighteen, or twenty days, with an independent mail, would seriously diminish the postage receipts of the government, if not virtually supersede them, and render the present mail contracts a sinecure in the hands of the parties holding them. If offices should be opened in proper places for the receipt of mail-matter by advertisements, and the company should enclose that mail-matter in government-stamped envelopes, and guaranty the delivery of the mail by this route in six, eight, or ten days earlier than by the present government route, it is evident that the great bulk of the mail-matter would go by the quickest route, even at double, triple, or perhaps quadruple the present charge for postage. Such an independent mail (*clearly within the law*) would, it is confidently believed, measurably supersede the government mail, and reduce the postage to a pittance. Moreover, such an independent line, not being trammelled by government time, might connect with it English, West India, Australian, and Asiatic mails, all of which are specifically allowed by the several Mexican grants held by this company; and it is believed that the time is not far distant when an English express independent mail in forty-seven days, with Australia, will be in operation. It is also thought by some, that this company should be entirely disembarassed in order to give an exclusive right to certain foreign interests.

Having frankly stated the difference of opinion on this subject among the associates in this enterprise, it is proper to say that a route nationalized by a public contract is the true official expression of the company's opinion, and the one which is now before the department. In conclusion on this point, it is respectfully suggested that this route

is to be one of the great inter-oceanic routes of Atlantic, California, and Asiatic travel ; that this enterprise may be fully developed by the present administration of our government without expense in its initial operations, but mainly by a prudent forbearance and official approbation, and by an order to carry such mail matter as our citizens may choose to send by it.

The enterprise is emphatically a southern and western one; although originated by Pennsylvanians, yet its vitality is due to New Orleans and southern influence, as the very numerous memorials on the files of the department or Congress, and signed by southern and western senators and members, will attest. The steamer Texas, which has been performing the Gulf service during the last summer, has carried a large amount of specie into New Orleans, (at the rate of one million and a quarter per annum;) and soon as the specie and express wagons of this company are fully at work, millions of dollars will flow into the New Orleans mint from the gold placers and silver mines of Mexico now being worked by American and Mexican combined skill.

*Of the practicability of the route.*—The direct mail route runs from Vera Cruz, by the way of Orizava, Cordova, Puebla, Matamoras, Chietla, Mitapeç, Kalcozotitlan, Chilapa, Tixtla, to Acapulco, with branches from Puebla up to Mexico and via Cuernavaca.

This road was called by Humboldt the "*Asiatic road*," as indicative of the maritime commerce of Spain ; and *is the oldest road on the continent of America*. This route is no new thing, as many suppose, but the whole enterprise is but a recast of one developed long before our country had its name or a place among the nations of the earth.

Hundreds of millions of dollars have been received by the government of Old Spain, transported over this road, in the interchange of productions between the flotas of Spain and the galleons of the Indies, and millions of American commerce are yet to be rolled over it in the progress of American enterprise. The distance direct (as will be seen by the annexed itinerary) from Vera Cruz to Acapulco is 404 miles, and via the city of Mexico 517. Colonel Ramsey has since shortened this distance to under 390 miles, and it will be reduced to less than 350.

Over this road the materials and machinery for the vast coffee and sugar plantations of Mexico have to be transported, and these plantations of great magnitude and productions are almost unequalled.

From the fact that the current of foreign travel has been turned towards the capital of Mexico, by the way of Jalapa and Perote, and also from the further fact that the very *limited amount of American knowledge of Mexico* is associated with the line of operations of the American army during the late war, less is publicly or *correctly* known of our lower, or more southern route, than of the upper or northern route. The lower and shorter route presents the facilities of being six hours shorter to Puebla, and of having lower grades, and a climate unequalled for healthfulness, salubrity, and intertropical luxuriance of productions.

There are features about the roads of Mexico generally that distinguish them from our northern roads ; they are not muddy, having no frosts to produce periodic deterioration ; they are only slightly dis-

turbed during the rainy months of June, July, and August. The rains during these rainy months are not continuous, all-day rains, but fall in showers seldom longer than an hour, generally in the afternoons and at night, and the intervals between these showers are unclouded and salubrious. The whole geological formation of Mexico is eccentric, and the soil generally composed of the debris of matter of volcanic origin. Such materials form the best roads, and with an exemption from frosts, dust, mud, and rain, except in the rainy seasons; and with no fences to obstruct the facilities for turnpike, road-making, and travelling, presented in this part of Mexico, are unequalled.

It should be remembered that this company are not encumbered with the necessity of enormous expenditures for making canals, building railroads and plank-roads, to develop their resources; they have only to expend under \$50,000 to make one of the finest roads in the finest climate of North America, to travel smoothly and pleasantly, at the rate of seven and ten miles per hour, from the Atlantic to the Pacific ocean.

From the certificate of Mr. Blumenkron, (see Appendix A,) a gentleman intimately acquainted with the whole route from personal observation, it will be seen that the facilities for the transportation of mails and passengers across the republic is the work of but little effort and expense; and from the extracts of Colonel Ramsey's letter, (see Appendix B,) it will be seen what has actually been done. From these statements—and they are daily corroborated by Americans and Mexicans who have passed over the route—it appears that the mails have been carried over (at the worst of all seasons, the rainy ones) in 50, 60, 70, 80, and 81 hours; that the letter of Mr. Tyler announces their arrival at Acapulco in six days from New Orleans, and that the mail time across may be reduced to 48 hours, and passenger time to 54.

The difficulties, dangers, and expense of mail transportation over this route are not comparable with the Panama route, as it formerly was, or even as it now is, as to the 17 miles yet uncovered by railroad; and this company confidently believe that they will be able to carry the mails over this route for a sum 50 per cent. per mile less than by the Panama route, and in a time under three days.

The company have placed a portion of their rolling stock upon the road, at present equal to the transportation of fifty passengers per week from ocean to ocean. This rolling stock consists of the very best built Albany and Troy post-coaches, Concord (New Hampshire) passenger, baggage, express, and specie wagons, and about 500 horses and mules, (at the last report 493.)

It is hoped the next advices from Colonel Ramsey will give information that this rolling stock is in operation. It is intended to increase the rolling stock with the increase of travel. The local travel and business in Mexico will alone pay a large interest on the investment; and were there no connexion with steamers on either side, and as a mere stage route, the profits will be large, especially when that portion of the route through the State of Guerrero is properly worked and widened, and over a portion of the route the company hold the exclusive right of passage, ferries, tolls, &c., for fifty years.

This company apprehend no difficulty in transporting any mails on account of the weight, inasmuch as the company will be prepared to transport the English mails, between England and Australia, in under 47 days; and those mails, it is said, weigh 11 and 12 tons.

The remarkable feature in this route is, that it passes through a constant succession of cities, villages, ranches, &c., (few scarce ten miles apart,) and through a population as dense as might have been found on the old turnpike mail road from Albany to Buffalo before the age of railroads, or on any of the great leading mail routes of New York and Pennsylvania of a ratable distance; and the annexed itinerary, taken from official Mexican documents, verifies the position.

Fears have been expressed that robberies might endanger the mail, passengers, or property. This difficulty has been wondrously magnified, and is provided against, as the vehicles of this company are all armed with blunderbusses and revolvers; and small, but strong, light, iron boxes for specie, jewelry, and valuables, are securely attached as fixtures in each coach. The material fact, however, on this point is, that this line of route is seldom visited by robbers, owing to the more peaceful, permanent, and dense character of the population, and the consequent exposure to detection. General Santa Ana has, moreover, made a decree that the inhabitants of each district shall be responsible for the damages by such depredations.

Much more might be said in relation to this route, but this memorial has already become too long. Reiterating our former assertion, that we only ask the opportunity of placing ourselves honorably before Congress, on our own integrity, we hope that our enterprise may receive such official sanction from the Post Office Department as may be most compatible with the interests of the government and the benefit of the community.

With great respect, your obedient servant,

ROBERT G. RANKIN,  
*President M. O. M. & I. Co.*

Hon. JAMES CAMPBELL,  
*Postmaster General.*

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## APPENDIX A.

I hereby certify that I am intimately acquainted with the road between Vera Cruz and Puebla, and thence to Acapulco.

Having been engaged in mercantile business at Puebla for the last seven years, I am intimately acquainted with every mile of this road, having, from the nature of my business, been compelled often to travel over the whole route, and am therefore free to say that the whole distance can be travelled in stage-coaches without any impediment—this road being free from robbers—and will require only an expenditure of from \$25,000 to \$30,000, to make it equal to any stage route in the United States; and at this time, without the expenditure of even a single dollar, the whole distance can be travelled in stage-coaches, with the exception of about thirteen leagues, with the utmost facility



and expedition. The mail is now taken from Vera Cruz to Acapulco in sixty hours, which time will be shortly reduced to fifty hours ; and this distance can be regularly travelled with the mail coaches in that space of time the whole year round.

J. BLUMENKRON.

CITY OF NEW YORK, *November 22, 1853.*

## APPENDIX B.

*Extracts from letters received from Colonel Ramsey, in Mexico, of the dates following :*

“ AUGUST 29, 1853.

“ I have received a letter from Mr. Markoe, an agent at Vera Cruz, dated August 22, in which he says : ‘ The Texas left this morning at 8 o’clock a. m. The express arrived last night at 8. It left Acapulco on the 17th at 4 p. m.’ Mr. Tyler writes me : ‘ The riders have done nobly in getting through in the time they did, considering the state of the roads, (in the height of the rainy season.)’ Mr. Denman, at Acapulco, writes me from Acapulco, August 23 : ‘ Your express which left Vera Cruz on the 17th instant at 4 p. m., arrived here on the 22d at 4½ a. m.’ ”

“ SEPTEMBER 15, 1853.

“ I only returned last evening from a trip I have been making over some distance of our route. The express mail is not working to my entire satisfaction, as too much time (80 hours) is too long, and I am anxious to improve this important service.”

“ By the time that the rains are over, all our animals will be in prime condition—say by the 1st November—and then our agents assure me they can easily make the distance under 60 hours. This season has been unprecedented for heavy rains and bad roads. We have now passed through the worst of it, making the experiment under every possible disadvantage, and proving that we can always run from port to port in 80 hours at the furthest.”

“ I have a letter from Señor Gernez, the Secretary of State of Guerrero, dated the 7th instant, in which he says : ‘ The courier left Acapulco on the 4th instant, at 4 p. m., and arrived here, (Tixtla,) in this city, on the 5th, at 2 o’clock p. m.’ Now, by looking at the distance, you will perceive that it is over the worst part of the road, and more than one hundred\* miles, at the very worst season of the year.”

“ OCTOBER 3, 1853.

“ I have been informed by the agent of the Pacific Mail Steamship Company at Acapulco that the steamers will not hereafter touch at that port. If this be the fact, it will be grave matter for the consid-

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\* The distance has since been reduced.

eration of our company. In that event we will be cut off from receiving or forwarding any California mails until we establish a connexion of our own."

"The careful examination I have directed to be made recently of the whole length of our route, has dispelled many of the obstacles and difficulties which we had supposed would have to be encountered. I always supposed that, as we became more familiar with the route, and with the country on both sides of it, difficulties would vanish.

"Our express mail has not only demonstrated the time in which we can run over the route, but also the obstacles in the very worst season of the very worst year."

"My last reports received of the time of the couriers from Vera Cruz, on the 17th September, 4 p. m., were as follows: Arrived at Puebla 4 p. m. on the 18th; arrived at Mitapec 11 a. m. on the 19th; arrived at Draper 3½ p. m. on the 19th; arrived at Papagallos river 10 a. m. of the 20th; arrived at Acapulco at 6 p. m. of the 20th—the whole time three days and two hours. At least four hours were lost by the courier going through Chilpanzingo, which was out of the way."

"OCTOBER 15, 1853.

"Since writing the above, I have thought it best to finish the subject of the gold-placers on the Mescalita river. The existence of these mines have long been known. You will find them mentioned in my notes on this valley under the article on 'Mines;' but recently gold has been found in such abundance as to cause a sensation; people rush in crowds.

"Since then other more extensive places have been discovered on the Papagallos river in the line of our route. These have created a still greater sensation, as you will see by the papers. My notes on the mines are almost incredible; but it is gratifying to find every day new confirmation of all that I described of the astonishing mineral wealth of that country.

"If I can leave the city in order to attend more closely to this express line, I could soon convince you that eighty hours is slow traveling. The last reports I sent you show an improvement on this by reducing the time to seventy hours. My orders will now, I trust, be obeyed, as it is pretty evident I will take no excuses. I have now ordered the mail to be carried in sixty hours, which is only a beginning. If my orders are carried out, in six weeks time *I will have it done in forty-eight hours, which will be at about seven miles per hour. This is no great feat in such a country, in such a climate, and on such roads.* Were the horses now in the proper condition, which they would be had they been properly fed and attended to, I could now perform it in forty-eight hours. You remark, 'the route being feasible for an express mail under all the difficulties incident to such an enterprise, why not feasible for heavy mails and passengers?' To this let me answer that the route, beyond all question, is feasible for heavy mails as much so as for light mails; we will gain vastly in time as soon as we can put on our stages.

"You must have been in mind that between Rincon and the crossing of the Papagallos there are no mountains ; and, to make the road practicable for stages, it only requires some widening at the most trifling expense. Our Concord wagons will suit admirably for this purpose.

"I am ashamed of our contract to carry the California mail to New Orleans in sixteen days, when I know we can carry it even to New York in a less number of days. It has actually placed us in a false position, from which we ought to relieve ourselves by a practical demonstration.

"I regret extremely that the steamers have not joined us at the ends of our route, so that we could demonstrate the few hours in which we can make the distance across Mexico. All that I may report to you—all the certificates of speed—will not satisfy the public ; they must have the letters and news from California. It is your affair to require them to make the connexion."

ACAPULCO, *September 23, 1853.*

DEAR SIR : I have to acknowledge the receipt of yours of the 16th September. In reference to your metallic-boat, it is in good order, excepting that the air-chambers have been cut open for the purpose of stowing baggage.

It is with much gratification that I received correspondence from New Orleans in six days, by your last mail, which arrived here on the 20th instant at 7½ o'clock p. m. ; and I am now satisfied that, at present, this route presents facilities for the most rapid mail communication between California and the United States.

Yours, truly,

S. TYLER, *Agent.*

ALBERT C. RAMSEY, Esq.,  
*Vice President and Agent, Mexico.*

OFFICE P. M. S. S. Co.,  
*Acapulco, September 21, 1853.*

DEAR SIR : Your mail was received last night at 6 o'clock, bringing dates from New Orleans to the 14th instant, which is very satisfactory, being as yet, I think, the quickest time from the United States.

The down boat from San Francisco I have advised you will not touch, for which I am very sorry ; but your mail matter will receive quick despatch for San Francisco.

Yours, truly,

S. TYLER, *Agent.*

ALBERT C. RAMSEY, Esq., *Mexico.*

[From the Universal, September 19, 1853.]

*Improvements in the State of Puebla.*

The Eco del Comercio of Vera Cruz, in its number of the 14th instant, (September, 1853,) has the following paragraphs:

"The Prefectura of Matamoras, in the State of Puebla, have under their charge the repairing of the road which connects that State with the State of Guerrero, and the work has been under the direction of Señor José Maria Pavon since last January, with seventy presidential soldiers, afterwards increased eighty, provided with plenty of tools, rations, and clothes from the municipal funds. In the first three months of that year, 15,000 yards of road were opened near Mitapoc to the State line of Guerrero; and to the last dates, the 31st July last, 3,563 yards were repaired near Chietta; and near Tepeojiema, (S. Juan Espanthan,) 8,529 yards."

*Order of the Mexican government to facilitate our mails.—General direction of mails.*

MEXICO, July 18, 1853.

In a supreme order of the 6th instant, which I received on the 16th, his excellency the minister of Hacienda (Treasury) writes to me as follows:

"His excellency the President is informed, by your official despatch No. 95, dated the 22d of June last, of the improvements introduced by Mr. Albert C. Ramsey in the line of steamers between Acapulco and San Francisco, in California, and between New Orleans and Vera Cruz, and in that of mails from that port to Acapulco, whose days of arrival and departure are stated in the copy which accompanies yours; and you ask to be authorized to publish the same. His excellency has been pleased to accord this permission, which I communicate to you in answer for that purpose. To the same effect their excellencies the governors of the States of Vera Cruz, Puebla, Mexico, and Guerrero have been written to, to place no obstacle in the way of the fixing the posts of Señor Ramsey, but, on the contrary, to afford every facility in placing these very useful establishments."

I have the honor of transmitting this to you for your information, and in answer to your communications of the 16th June last and the 12th inst., assuring you of my consideration and particular esteem.

God and liberty.

P. M. ANAYA.

To Mr. ALBERT C. RAMSEY.

*General directions of mails.*

MEXICO, July 18, 1853.

By virtue of the contract (by supreme approbation) made with Don Alberte C. Ramsey, with this general direction, to transport through the territory of the republic the mails coming from foreign places, and going also to foreign ports, by means of the ocean line of steamers between Vera Cruz and New Orleans, and between Acapulco and San Francisco, in California, the said Mr. Ramsey has arranged the trips of the said mails in the following manner :

*Line of steamers between Vera Cruz and New Orleans.*—Leave New Orleans every month the 1st, 14th, and 25th ; arrive at Vera Cruz the 4th, 17th, and 28th. Leave Vera Cruz the 1st, 8th, and 22d ; arrive at New Orleans the 4th, 11th, and 25th.

*Line of steamers between Acapulco and San Francisco, connecting with the express from Vera Cruz to Acapulco.*—Leave Vera Cruz every month the 4th and 17th ; arrive at Acapulco the 9th and 22d. Leave Acapulco the 9th and 22d ; arrive at San Francisco the 17th and 30th. Leave San Francisco the 8th and 24th ; arrive at Acapulco the 16th and 1st. Leave Acapulco the 16th and 1st ; arrive at Vera Cruz the 21st and 6th.

All of which is, by supreme order, published for information.

P. M. ANAYA.

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NEW YORK, November 28, 1854.

SIR : The undersigned would respectfully call your attention to their contract of the 3d of March, 1852, with the department, for the transportation of the United States mails between Vera Cruz, in Mexico, and Acapulco, San Diego, Monterey, and San Francisco. By this contract it was stipulated and intended to transport the mails semi-monthly between New Orleans and San Francisco in sixteen days, (consecutively,) and surety for a large amount was given for the faithful performance of the service. By the terms of this contract it was subject to the approval of Congress, and also to an appropriation by the same.

The undersigned immediately prepared to perform the service in order to satisfy the requirements of the department, and also to save their surety harmless from their heavy obligation. Steamers were provided for the service on the Pacific ocean, and one of the undersigned proceeded to Mexico to take charge of the line between Vera Cruz and Acapulco. Horses, mules, harness, stages, wagons, and other materiel, were rapidly collected to furnish all that was required for the 384 miles of land conveyance across Mexico. At the same time a small letter mail was established, which commenced operations in July of the same year. By this method it was designed to transmit, rapidly, intelligence between the Atlantic and Pacific cities of the Union until the stages and other materiel were properly placed on the line. Under this temporary arrangement newspapers and letters were carried between California and New Orleans in four-

teen, thirteen, and twelve-and-a-half days. Had the arrangement been completed for connecting with the steamers at Vera Cruz and Acapulco, in no instance would the time have exceeded thirteen days, as the distance by land across Mexico, from sea to sea, was performed with great ease and security in less than three days. Frequent experiments were made on parts of the Mexican road to test the time required for the transportation of the mails when the stages were placed on the route, and it was found that as soon as the mails were transported in the vehicles prepared for that purpose, the time would not exceed forty-eight consecutive hours between Vera Cruz and Acapulco.

It was the intention of the undersigned to have commenced with the mail stages in the month of December, as they were all ready prepared and on the ground for that purpose. The expenses incurred under the contract at that time, amounted to the sum of ninety-eight thousand dollars, (\$98,000,) of which \$56,000 have been paid, and the balance remains unliquidated. But the department having at this time expressed, in an annual report to Congress, a disapprobation of the contract on the ground of the impolicy of conditional contracts, the undersigned ceased their operations, and consequently, have sustained serious damages from the action of the department. It is to be regretted that the department should have interposed to break up this enterprise, which, by the terms of the contract, was to be exclusively in the power of Congress. It is also to be regretted that this route, the shortest and best for the rapid transmission of the mails, should thus remain unoccupied at the present time. The undersigned are still ready and willing to perform the service in the time and mode specified, and would further suggest that if they were not required to touch at Monterey and San Diego, they would further stipulate to carry the mails, at all times, so as to make each trip between San Francisco and New Orleans in less than thirteen days. By the other routes the time now required is some nine or ten days more. Thus an important saving of time would be effected, and a corresponding benefit to the public.

Very respectfully, your obedient servants,

ALBERT C RAMSEY,  
EDWARD H. CARMICK.

Hon. JAMES CAMPBELL,  
*Postmaster General.*

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POST OFFICE DEPARTMENT,  
November 30, 1854.

GENTLEMEN: Your letter of the 28th instant has been received. The conditional contract for service between San Francisco and Vera Cruz, to which you refer, was executed on the 3d of March, 1853, just before I came into office. My attention was called to the subject of Mr. Rankin's letter of the 16th June, 1853. In my letter of the 9th July following, I gave my views at length in regard to this con-

tract; and if sums of money were expended by you after that time, it was done with a full knowledge of my views, which remain unchanged.

I am, respectfully, your obedient servant,

JAMES CAMPBELL,  
*Postmaster General.*

Messrs. RAMSEY & CARMICK,  
*New York, N. Y.*

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NEW YORK, *December 20, 1854.*

SIR: Your letter of the 30th ultimo was duly received. In referring to the contract between the department and ourselves, you say that, on the 9th of July, 1853, you made known your disapproval of the contract in a communication in answer to a letter from R. G. Rankin; and if we have expended money after that time, on account of the contract, we have done so with a full knowledge of your views.

We were not informed by your letter of the 9th of July that you had any intention of annulling our contract. We had completed all our arrangements for stocking the road across Mexico prior to the receipt of your letter; and, on account of the same, have expended the sum of ninety-eight thousand dollars, (\$98,000;) and our surety for the faithful performance of the contract had been given, and we were bound to be ready to carry the mails.

Your letter certainly did not annul the contract; for then our sureties would have been released from all responsibility on our account, and we absolved from all reproach for the failure of the enterprise. On the contrary, the department still considered the contract binding upon us, as is apparent from the subsequent correspondence with Messrs. Harris & Morgan. The steamers belonging to these gentlemen were carrying the United States mail between that city and Vera Cruz. They had addressed you on the subject of a change in the days of departure from each port, so as to connect by means of our line across Mexico with the Panama steamers at Acapulco, running to San Francisco; and thus supplying additional facilities for a more rapid and frequent transmission of intelligence to and from California. The advantage of this arrangement would have been immense to the Atlantic and Pacific cities, without any inconvenience to the department, and moreover without one dollar expense to it; of course, this arrangement was intended to continue only until the appropriation should be made under our contract, when steamers were to be placed on the line between Acapulco and San Francisco.

The wishes of Messrs. Harris & Morgan as well as those of the Pacific Mail Steamship Company, desiring this temporary change in the schedule time between New Orleans and Vera Cruz, were fully communicated in writing to the department. But in your letter to Messrs. Harris & Morgan of the 3d of November, 1853, you refused to accede to this request; predicating your refusal on our contract made with your predecessor, Mr. Hubbard, for the transmission of a semi-monthly California mail, in which it was not contemplated that the mails sent from New Orleans, via Vera Cruz and Acapulco, should

go forward to California by the Panama steamers, but by another line running only between Acapulco and San Francisco; and which contract was awaiting the sanction of Congress. You add: "No such sanction has yet been given by Congress; but apart from this, and without troubling you with my views on the subject, it is simply necessary for me to say, that there can be no recognition by the department of any arrangement by which the additional semi-monthly mail, clearly contemplated by the then Postmaster General, can be dispensed with." In this there is a positive recognition of our contract or arrangement with Mr. Hubbard as still existing, which the department would not "dispense with," although it would, while our appropriation was pending, have shortened the time some ten days to and from California by connecting with the Panama steamers touching at Acapulco.

When the annual report of the Post Office Department, in December, 1853, was transmitted to Congress, we were led to believe, for the first time, that you had decided virtually to annul our contract, as the estimate for an appropriation under the contract was not sent in by you, but another route for a semi-monthly mail was recommended. You will thus perceive we were not apprised of the intentions of the department until the close of the year 1853, when all our expenses had been incurred, and when, in consequence of the official report, our operations ceased.

In conclusion, the department, by its action, having virtually annulled the contract, and having assumed to do that which, by the terms of the contract, was left to Congress, we therefore deem ourselves grievously damaged, and have more than an equitable claim for redress.

Very respectfully, your obedient servants,

ALBERT C. RAMSEY.  
E. H. CARMICK.

Hon. JAMES CAMPBELL,  
*Postmaster General.*

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*Extracts from Postmaster General's report of December 1, 1853.*

On the 3d of March, 1853, Postmaster General Hubbard concluded a contract with Messrs. Ramsey and Carmick, of New York, at \$424,000 per annum for service semi-monthly from Vera Cruz, Mexico, by Acapulco, San Diego, and Monterey, to San Francisco and back, in thirteen days each way, being an extension of two of the trips on the New Orleans and Vera Cruz line through Mexico, for the purpose of conveying the mail, and thus making one through-line in sixteen days between New Orleans and San Francisco, a copy of which was communicated to the Senate on the 11th of March. This contract contains a stipulation that it shall not have any validity unless Congress should sanction it by the passage of an appropriation to carry it into effect. On the 16th of June the department received



a communication from Robert G. Rankin, president of the Ocean Mail and Inland Company, who states that that company is the real party to the contract entered into by Messrs. Ramsey & Carmick, reporting progress towards putting service into execution. To this communication the following reply was sent by me on the 9th of July : " Your letter of the 15th ultimo came duly to hand. My attention having thus been specially called to the circumstances connected with the contemplated line to the Pacific, *via* Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the conditional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails over this line to San Francisco, does not meet with my approbation.

" In the first place, as at present advised, I consider the route impracticable for mail purposes.

" In the second place, the sums of money yearly drawn from the treasury for contracts which have for several years been and are still in force, for the transportation of the mails between the Atlantic and the Pacific, are very considerable, amounting to about \$731,868. In view of this fact, and of the many sections and neighborhoods in the different States which are either greatly restricted in, or deprived altogether of mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question. Moreover, I disapprove of the principle upon which this contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognise any contingency of this kind, because although the contractors may, under such conditional arrangement, establish no legal claim for compensation, they may, nevertheless, go on and incur expenses in the expectation that they will be paid, and Congress, more from private sympathy than from public policy or right, be at length induced to yield to a measure to which its prior sanction never could have been obtained."

Since that time the department has not heard from the Mexican Ocean Mail and Inland Company.

*A memorial to be presented to the 34th Congress of the United States, on the contract made with Messrs. Ramsey & Carmick, for the transportation of the mails between New Orleans and San Francisco, via Vera Cruz and Acapulco, in Mexico.*

The undersigned would respectfully call attention to the manner in which the United States mail service has been performed between the Atlantic States and the Pacific. In the year 1847, while California was as yet a province of Mexico, and before the treaty for its annexation, contracts were entered into for the transportation of the mails by the way of the Isthmus of Panama. In order to encourage the carrying out of this important enterprise, the United States advanced a half million of dollars to the contractors, for the building of the proper kind of steamers adapted to the undertaking. Under this contract the mails have been subsequently carried between California and the Atlantic States once every month, and by another arrangement, the service has been increased to twice per month, at the annual cost to government of \$731,868. This service was at first performed on each trip in about twenty-eight days. Afterwards the time was reduced, and it is now done in from twenty-two to twenty-three days from port to port.

In order to shorten the time as well as distance to and from California, and also to encourage competition, Congress, on the 3d of March, 1851, passed the following act:

"That the Postmaster General be, and is hereby, authorized to enter into contracts or make suitable arrangements for transporting through any foreign country the mails of the United States, running from and to any point in the said United States: *Provided*, That such contracts as shall be made under the authority conferred by this section, shall not be for a longer period than four years, and that in making them the Postmaster General shall be bound to select the speediest, safest, and most economical route: *Provided further*, That such contract shall be subject to be revoked and annulled whenever any new road or canal shall be cut or opened affording a speedier, more economical, and equally as safe means of communication between the point of departure and the point of destination of the mail to be transported; and that, in such case, a fair indemnity be awarded to the parties concerned: *And provided further*, That before making such contracts, notice shall be given during sixty days, by advertisements in the usual manner, for inviting proposals for mail contracts."

It being thus made the imperative duty of the department to select the speediest, safest, and most economical route, it naturally led to extended inquiry on the subject. Various private individuals also devoted their time and money to the same object, in order to avail themselves of the reward thus held out by the government for the discovery of the best route across the American continent for the transportation of the United States mails.

After much time and attention had been given to this inquiry; after the most careful surveys had been made; after extended explorations

had been undertaken, and after large sums of money had been expended by private enterprise, another difficulty of great magnitude had to be overcome, which was, to obtain the permission of a foreign government for the United States mails to pass through its territory without being subject to the local post office laws, rules, and regulations, in the transit from ocean to ocean. These various obstacles were formidable, and required enterprise, energy, and skill, and the expenditure of large sums of money before the route which the parties had in view could be reported practicable and adapted for the mail service. When all these difficulties were surmounted, and every possible objection removed, a plan was proposed and submitted to the Postmaster General, Mr. Hall, in the following year of 1852, for his sanction and adoption. Having given the subject his mature deliberation, he finally approved of the same. The department decided that the route proposed through Mexico, by land for a distance of 384 miles, between the cities of Vera Cruz on the Atlantic, and Acapulco on the Pacific ocean, and from thence by sea to California, presented the greatest advantages, and more fully than any other came up to the requirements of the act of Congress. This land route passed through the cities of Cordova, Orizava, Puebla, Cholula, Atlixco, Matamoras, Chietla, Chilapa, and Tixtla. Consequently, in the same year of 1852, the Postmaster General, Mr. Hubbard, issued an advertisement, in due form of law, for proposals to carry the United States mails over this route, from Vera Cruz to Acapulco, and, in pursuance of another act, from thence to San Francisco and back, connecting at Vera Cruz with the United States steamer mail line to New Orleans, and thus making a continuous mail service from the Mississippi river to California.

Mr. Hubbard sought for every information that could be had. The project was examined by President Fillmore, by the officers of his Cabinet, by the Post Office Committees of the Senate and House of Representatives, and by the members of Congress from California and Louisiana, and others who were deeply interested in the question. The Postmaster General also had the benefit of the information of the Mexican minister, Senor Larianzar, and of the Prussian minister, Baron Gerolt, who had spent many years in a diplomatic capacity in Mexico, and who, from his extensive topographical knowledge of that country, was intimately acquainted with the route. From all these sources he received favorable opinions of the feasibility of the enterprise, and, in addition, an experimental trip was made, at a heavy cost, which clearly demonstrated the truth of all that had been advanced in its favor. A large number of senators and members of the House of Representatives joined in a recommendation to the Postmaster General to close the contract. Several months were thus taken in obtaining all the facts requisite, and a further delay was created by the caution in the department to require gentlemen of undoubted wealth and responsibility as sureties to a contract of such magnitude. It was not until the last day of the session of Congress, the 3d of March, 1853, that the contract was finally signed and sealed, when it was too late to submit it to both houses for the requisite ap-

appropriation to carry it into effect. At an extra session of the Senate, on the 11th of the same month, a copy of the contract was transmitted to that body by the Postmaster General, Mr. Campbell.

By this instrument, the contracting parties were bound to convey the United States mails between Vera Cruz, Acapulco, San Diego, Monterey, and San Francisco, in 13 days, semi-monthly each way, for an annual compensation of \$424,000; and by connecting at Vera Cruz with the United States mail steamer line, the mails would be thus conveyed between San Francisco and New Orleans in 16 days. The time stipulated in the schedule of arrivals and departures, gave 5 days for the transportation of the mails between the cities of Vera Cruz on the Gulf of Mexico, and Acapulco on the Pacific Ocean, a distance of 384 miles by land.

It was further stipulated that the contract was "to have no force or validity until it shall have received the sanction of the Congress of the United States by the passage of an appropriation to carry it into effect." This understanding was predicated upon the anomalous position of this particular case, as there was no appropriation for the service, and yet the department was directed to contract for its performance. Therefore it was agreed that it should go into operation when an appropriation was made.

By its terms, the contractors were then to be prepared to perform the service, and in default of doing so, they and their sureties would have been liable in damages for non-performance of its stipulations. They, therefore, assumed the responsibility of arranging a line of land and ocean mail service of 2,231 miles in length, at the instance of Mr. Hubbard, without any advancement of funds from government, and without even an appropriation for the service. But in doing this the department was equally bound in good faith to submit the contract to Congress, at the next session, for its action. This was as much the duty of the Postmaster General as was the performance of the service by the contractors upon the appropriation being made. With this understanding among all parties, the contractors proceeded to arrange for the service, with the sanction of the department; and the Postmaster General, Mr. Hubbard, on the 7th of March, issued an order to the Postmasters at New Orleans and San Francisco, &c., to send a mail by the Vera Cruz and Acapulco line when "the contractors are prepared to carry a mail on the terms of their contract." On the same day, he apprised the contractors of this order, and also "the pay, if any, for said service commencing only in accordance with the terms of the contract." Soon after, Mr. Campbell, the present Postmaster General, was appointed to that office.

On the 15th of June following, the department was informed by Mr. Rankin of the preparations made and making for this service, as follows:

## OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND COMPANY.

New York, June 15, 1853.

MY DEAR SIR: The position that our company sustains to the government (as the real parties by contract,) to execute the mail contracts with Messrs. Ramsey & Carmick, renders it proper that the Post Office Department should be advised of the state of forwardness on the part of the contractors to fulfill the contracts.

Our vice president, Colonel Albert C. Ramsey, is now in Mexico assigning the stations. In all this month and next month, the coaches, wagons, and literas will be in Mexico, portions of them being on their way now. By August 10, the mules and horses (1,000) will be down from Coahuila, and we then expect to make the regular transit across.

Although the contracts only require a bi-monthly mail, we are making all our arrangements for a *daily* line of transit across Mexico, feeling justified by the assurances we have from Mexico. We shall also establish a weekly line of steamers from New Orleans to Vera Cruz, (one steamer is now running there, and another now building;) and with the use of the new *envelopes* (when they appear) we shall actually afford a weekly line from New Orleans to San Francisco; and if the steamers on the Pacific could be arranged, we could make a daily line to San Francisco in sixteen days. Our land route will be daily, in any case, on account of our Mexican facilities.

We have purchased and ordered the whole of the rolling stock for the transit, and parties are now in Mexico clearing obstructions, and we shall not, I think, require the full time allowed by the contract for the transit, although trial only will verify our expectations.

We already have a margin in our favor in the Gulf service, as our steamer, the "Texas," has performed the duty in sixty hours; and the Pacific service has been done in twenty-four and thirty hours less than schedule time. Our recent reports from Mexico justify us in the expectation of carrying the mails in fourteen days from New Orleans to San Francisco, and six months of experimental operation will, I think, show the feasibility of doing the regular service in within fifteen days.

In conclusion, I would add that we are exerting every energy in pushing the thing up, and shall spare neither time nor money in proving the truthfulness of all our positions.

An estafette mail will be carried from Vera Cruz and New Orleans to San Francisco next month, until the service becomes regular.

I am, with great respect, your obedient servant,

ROBT. G. RANKIN,  
*President.*

HON. JAMES CAMPBELL,  
*Postmaster General U. S., &c.*

We have the *highest* assurance of *our* favorable position in Mexico.

To this letter the Postmaster General, on the 9th of July, replied to Mr. Rankin, as follows:

POST OFFICE DEPARTMENT, *July 9, 1853.*

SIR: Your letter of the 15th ultimo came duly to hand. My attention having been specially called to the circumstances connected with the contemplated line to the Pacific, *via* Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the conditional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails over this line to San Francisco, does not meet with my approbation.

In the first place, as at present advised, I consider the route impracticable for mail purposes.

In the second place, the sums of money yearly drawn from the treasury for contracts which have for several years been and are still in force, for the transportation of the mails between the Atlantic and the Pacific, are very considerable, amounting to about \$731,868. In view of this fact, and of the many sections and neighborhoods in the different States which are either greatly restricted in, or deprived altogether of, mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question.

Moreover, I disapprove of the principle upon which this contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognize any contingency of this kind, because, although the contractors may, under such conditional arrangement, establish no legal claim for compensation, they may, nevertheless, go on and incur expenses in the expectation that they will be paid, and Congress, more from private sympathy than from public policy or right, be at length induced to yield to a measure to which its prior sanction never could have been obtained.

I am, respectfully, your obedient servant,

JAMES CAMPBELL,  
*Postmaster General.*

ROBT. G. RANKIN, Esq.,

*Pres't of the Mexican Ocean Mail and Inland Co., N. Y.*

From this letter it will be perceived that the Postmaster General did not approve of the contract for the reasons therein stated. If the route was impracticable, there was ample time before the meeting of Congress to test the fact. But it is somewhat remarkable that no document or writing of any kind has ever been produced, although all the correspondence was called for, to show upon what information this opinion was predicated of the route being impracticable. It was due at least to the contractors to let them know what obstacles they had to encounter, and also if he had doubts only, to afford them an opportunity to remove his impressions. The objection, "in the second place," of the large expenditure of money for the mail service between the Atlantic and Pacific could no be properly addressed to the contract-

ors, as that was a question which could not be entertained in a discussion about a contract made in pursuance of law; and as Congress had directed this contract to be made, and being made, it was as much the duty of the department as of the contractors to carry out its stipulations. Another reason, "moreover," of the same character, was assigned, that he disapproved of conditional contracts, as he was "unwilling to recognize any contingency of this kind."

It was certainly not the duty of the contractors to controvert this point, or any other which he might think proper to lay down for a rule of action by the department in contracts made by its predecessors; but as conditional contracts have been made by every Postmaster General, and as they continue to be made by Mr. Campbell, this "principle" may rest for the present. On the whole, the contractors were at a loss to determine from the tenor of this letter whether the Postmaster General was finding fault with them for proposing "a route impracticable for mail purposes," or with his predecessor for entering into the contract, or with Congress for passing the acts upon which it was founded.

It was impossible also to know by what process of reasoning these objections were strung together so as to be embodied as an answer to the letter of the 15th of June. It is difficult to perceive how \$424,000 were to be paid after performance of the service in transporting mails in thirteen days over an "impracticable" route; it is equally difficult to comprehend the force of the objection to a contract, founded on the law authorizing it, being an unwise and extravagant enactment; but above all, why a reproach in advance should have been cast upon Congress, that might in its wisdom refuse an appropriation for the contract, yet in its sympathy or folly would not suffer the contractors to be ruined.

Not perceiving the bearing of these objections, as they did not affect the stipulations of the written agreement, the contractors had still, in accordance with the original understanding, to proceed in collecting materials and preparing the line for the performance of the service. Although the Postmaster General was apprised of these operations, and although well aware of the contract itself on the 11th of March previous, when it was under his official notice, no intimation was given to cease in the labor and expense. It seemed that the letter from the department was not intended for any other purpose than to place the responsibility of the contract upon Mr. Hubbard, while Mr. Campbell would not by any act of his countenance or authorize its suspension. He was cautious to the extreme in not interposing the authority of the department to check the preparations then progressing. One word to that effect would have postponed all purchases and labors until after a decision by Congress. But this he neither intended nor desired, as will appear hereafter.

In the month of August, the materials for the line being collected and placed along the route between the cities of Vera Cruz and Acapulco, mails, consisting of letters and papers, were carried at intervals of every two weeks from ocean to ocean. At first, the time taken to accomplish this distance was three days and twelve hours, but

soon was reduced to three days; a further improvement was then made to two days and a half, and before the month of December the time taken for a trip was fifty-four hours. There is no doubt, from careful experiments made, that mails of any bulk can be carried between Vera Cruz and Acapulco in forty-eight hours.

The route being thus demonstrated to be practicable, on the 23d of September an order was issued by the department to the postmasters at New Orleans and San Francisco, as follows:

POST OFFICE DEPARTMENT,

*September 23, 1853.*

SIR: Should the proprietors of the Vera Cruz, Acapulco, and San Francisco line apply for mail to take over the route under the conditional order of the late Postmaster General, dated March 7, 1853, before delivering such mail to them you will report to the department for further instructions.

Very respectfully, your obedient servant,

JAMES CAMPBELL,

*Postmaster General.*

From this it is apparent that the department no longer deemed the route "impracticable;" but in order to prevent the contractors availing themselves of their enterprise, and rendering the route popular by carrying the mails in the time stipulated, so as to secure an appropriation by Congress, the former order of Mr. Hubbard was revoked. The reason assigned by the Postmaster General for this proceeding is given in his letter to the Speaker of the House of Representatives, as follows:

"My object in issuing those instructions was simply to enable the department to be fully satisfied that all mails forwarded by that route were committed to the care and custody of competent and proper persons, and would be safely transported through Mexico. It does not appear, however, that any application has ever been made by Messrs. Ramsey & Carmick for a mail to be conveyed by that route, as no report from any postmaster to that effect has been received at this department."

It seems the "impracticable" objection was removed, and now new questions arose. These could only be answered by delivering the mails when called for and transported. It was by inspection of the route while in operation. But the Postmaster General thought this examination ought to precede the delivery of the mails. How could it be known that the mails "were committed to the care and custody of competent and proper persons, and would be safely transported through Mexico," while an order existed not to deliver the mails when called for? The contract itself provided, and the contractors and sureties in the same were responsible, that the mails *would* be committed to the care of proper persons, as follows: "They also undertake, covenant, and agree with the United States, and do bind themselves jointly and severally, as aforesaid, to be answerable for the person to whom the



said contractors shall commit the care and transportation of the mail, and accountable to the United States for any damages which may be sustained by the United States through his unfaithfulness or want of care;" and in another place, they are liable to be fined for "suffering it to be wet, injured, lost, or destroyed; for carrying it in a place or manner that exposes it to depredation, loss or injury," &c. Such an examination never could be made as is here stated to be the object of the order; and the best evidence of the fact is, that no attempt ever was made to institute such examination, for no trace of such appears under the call for all the correspondence as published. The assertion may here be made that no examination of this character was ever attempted from and including the time of Benjamin Franklin down to Mr. Campbell, or since his coming into the department; and surely among such a variety of talent and capacity which this period would embrace, many strange projects might have been proposed.

But, adds the Postmaster General, "it does not appear, however, that application has ever been made by Messrs. Ramsey & Carmick for a mail to be conveyed by that route, as no report from any postmaster to that effect has been received at this department." This was certainly an important piece of information for Congress. In other words, they did not call for the mails, as the postmasters were forbade delivering them. Therefore, it might be supposed they would not call for the mails when they could meet only with a refusal. Before the mails could be delivered to them, it was requisite that this order should be revoked or modified, for it was the department (not the postmaster) that was to be satisfied that the mails were "committed to the care and custody of competent and proper persons," the postmasters not being even instructed to report more than the fact that the mails were called for. It is true the information might have been sought from the contractors; but they were not addressed on the subject, nor were they notified by the department of the existence of this order so important to their interests, and which in common justice ought to have been furnished. The existence of the order, however, became known to them, and the mails were not called for, and "no report from any postmaster" was required to that effect. But the Postmaster General might have reported to Congress that *he* was called on by Mr. Carmick, in his letter of November 12, 1853, in these words:

"I must respectfully ask that you will give an order permitting me, as one of the contractors, to carry a mail over this route from California, leaving it optional with persons to send by this way and to designate the same on the letter; and in giving such an order, I wish you particularly to state that the department will in *no way be bound for any future remuneration for the service.*"

It seems, then, that on September 23 the Postmaster General recognized the contract, and only wished to be further assured that the mails would, in the custody of proper persons, be transported safely.

All the materials requisite for the establishment of a mail line

across Mexico, from Vera Cruz to Acapulco, were prepared and upon the ground in the month of August, 1853. The service was regularly performed twice every month, so as to connect with the mail steamer at Vera Cruz, running on the line to New Orleans. Although the mail service across Mexico was performed in much less than five days, the time fixed by the schedule, still the connexion was not made regularly with the steamer at Acapulco. This was from causes not within the control of the contractors, but from causes which the department might have obviated. Had the proper attention been given to the communications addressed to the department on this subject, and a proper remedy applied, the public would have been much benefited, especially in California and the Atlantic cities, and, moreover, without any expense to the government. Application was made to the department to change the schedule of times for arrivals and departures on the New Orleans and Vera Cruz line, so that the connexion could be made without delay with the steamers at Acapulco and Vera Cruz, coming and going to San Francisco and New Orleans. When the schedule was established, steamers touched at Acapulco every week, to and from San Francisco, making a weekly line. Twice every month these steamers carried mails, and twice every month the alternate steamers were not mail boats. To meet these latter vessels, the New Orleans and Vera Cruz schedule was arranged. But now these alternate steamers without mails were withdrawn, and the mail steamers touched at Acapulco in the very weeks when no connexion could be made with the Vera Cruz and New Orleans line. To render the connexion complete, on the 26th of October, 1853, the following communication was addressed to the department:

WASHINGTON, *October 26, 1853.*

DEAR SIR: The Mexican Ocean Mail and Inland Company, and Charles Morgan, of New York, (through the agency of the undersigned,) present the following facts, and ask such decision as an impartial consideration of this memorial may produce. The company (having obtained from the government of Mexico peculiar and well-authenticated privileges, whereby they were enabled to present to the United States Post Office Department a schedule of mail service which should insure the transmission of mails between New Orleans and San Francisco in the short space of sixteen days,) urged the department for a mail contract authorizing the service, which was granted, subject to an appropriation by Congress for payment. Thereupon the company commenced proceedings for putting the route into active operation. Proper agents were despatched to Mexico, and have been actively engaged in overcoming such obstacles as, unremoved, would have impeded rapid transit across that country. Roads were improved, others made; coaches, harness, mules, and horses have been purchased, and a large portion of them are already on the route, ready to commence the carrying of the mails. In connexion with, and forming a portion of this through-route, a mail service from New Orleans to Vera Cruz has been put into operation, the schedule for which was so arranged as to meet at Acapulco with the mail

steamers on the Pacific, insuring a proper connexion on that end of the line. Thus nothing stood in the way of the successful operation of the route, save the obstacles on the land, which, being overcome, would enable us at once to perform our contract in the specified time; but now that arrangements are completed for this portion of the service, your memorialists find that an alteration in the running on the Pacific has thrown out of gear this well-arranged system. By the present schedule between New Orleans and Vera Cruz, it is impossible to meet the Pacific steamers, as they now run, at Acapulco, without suffering long delays at the latter point, entirely ruining the efficacy of this otherwise desirable medium of transit. The undersigned, C. Morgan, now urges that a knowledge of the existence of a through-service to San Francisco was the inducement for his accepting the portion of service between New Orleans and Vera Cruz; as, upon the successful working of the through-route, he depended for any profits that might enure to his ships from his connexion therewith. He has already put upon the route a first-class steamship of over 1,100 tons burden, and is building another of about 1,500 tons burden for the same purpose; which two vessels will embrace an investment of nearly \$300,000 for this first portion of the enterprise. The company depend upon appropriations by Congress for the means of remuneration; and as such appropriations can only be secured by proofs of the practicability of the through-route, as per schedule, they, together, ask your consideration of the efforts they have made, and the moneys they have expended, under inducements the Post Office Department held out to them for such efforts and expenditures, *by granting a through-service and arranging schedule for connexion*; and respectfully petition that you will so alter the schedule between New Orleans and Vera Cruz for the two trips per month, now being performed, as will give them an opportunity of proving to Congress that this is by far the most expeditious route yet opened to the rich commerce of California; which proofs, they feel, must necessarily insure the appropriations that shall furnish the means to enable them eventually to carry the mails between the two great points in the short space of thirteen days! Believing that your sense of justice, and desire for advancing the mails in accordance with the progressive ideas of this essentially progressive age, will induce an assent to their prayer, they have the honor herewith to submit such *temporary* schedule, for the said two trips per month, as shall furnish the desired proofs; and, with sentiments of regard and esteem, subscribe, respectfully, yours,

The MEXICAN OCEAN MAIL AND INLAND CO.,  
and CHARLES MORGAN,  
per HARRIS & MORGAN, of New Orleans.

HON. JAMES CAMPBELL,

*Postmaster General of the United States.*

*Schedule.*

Leave New Orleans 7th and 22d.  
Arrive at Vera Cruz 10th and 25th.  
Leave Vera Cruz 14th and 29th.  
Arrive at New Orleans 17th and 2d.

A few days thereafter, October 29, the same parties transmitted to the Postmaster General a letter from Mr. Wm. H. Aspinwall, and added:

OFFICE OF THE MEXICAN OCEAN MAIL AND INLAND COMPANY,  
*New York, October 29, 1853.*

DEAR SIR: Herewith please find a letter addressed to our firm from the president of the Pacific Mail Steamship Company, explaining why the schedule of running on the Pacific has been changed (thus rendering *useless* the *present schedule* between New Orleans and Vera Cruz;) and, further, approving the schedule which we had the honor of submitting for your consideration in our memorial, dated in Washington, D. C. Trusting the views of our case, to which your attention has been called, will induce a favorable decision, we have the honor to subscribe, with sentiments of regard and respect,

Your obedient servants,

HARRIS & MORGAN.

Hon. JAMES CAMPBELL,  
*Postmaster General of the United States.*

The letter of Mr. Aspinwall, October 28, 1853, is as follows:

PACIFIC MAIL STEAMSHIP COMPANY,  
*New York, October 28, 1853.*

GENTLEMEN: Having examined carefully the schedule proposed by you for running on the route between New Orleans and Vera Cruz, so as to connect at Acapulco with our steamers between Panama and San Francisco, I beg leave to inform you that it meets our approval.

When our company commenced to run weekly boats, the schedule of the Texas was arranged to conform to the movements of those extra boats. It happened, however, that the United States Mail Steamship Company, although willing to perform extra service, and to let that service speak for itself to Congress, was not willing to bind itself as the government required, so as to shut out all prospect of extra remuneration, by a liberal legislature, for extra duty; and, consequently, the steamers, on intermediate weeks, on this side, were withdrawn. The connexion being thus cut off, our company was obliged to discontinue its weekly trips after the schedule of the Vera Cruz and Acapulco route had been arranged to conform to those trips.

My understanding with Mr. Rankin is, that when the route is fairly opened we will run steamers in the Pacific in due connexion; and I

am prepared to assign this duty to two of our smaller first class steamers the moment I am justified in so doing. Until then, the merits of the route can be tested by arranging a schedule to conform to the arrivals at Acapulco, and, as far as possible, to the departures thence for San Francisco of our steamers now running; and the interests of the government and of the public unite in recommending such a course.

Very truly yours,

WM. H. ASPINWALL, *President.*

Messrs. HARRIS & MORGAN.

By the New Orleans and Vera Cruz schedule the steamers leave New Orleans on the 1st, 14th, and 25th of the month, and Vera Cruz on the 1st, 8th, and 22d. The third trip required, however, by the contract had not ever been performed, and with the sanction of the department, nor has it yet been required. A corresponding deduction in the pay has consequently been made, so that the compensation has been only in proportion to the service, and not the whole amount stipulated in the contract. It was desired that the steamer should leave New Orleans on the 7th and 22d, and Vera Cruz on the 14th and 29th of the month; then allowing three, four, or even five days across Mexico, the passengers, express freight, news, letters, &c., would meet the steamer regularly at Acapulco, or, if coming from thence, would meet the steamer at Vera Cruz. This change of schedule was desired only as *temporary*, until an appropriation should be made by Congress, when the schedule arranged by Mr. Hubbard would be re-established, as then there would be compensation for the service, and would justify the additional steamers being placed on the Pacific side "in due connexion," in the manner explained by Mr. Aspinwall, agreeably to the schedule, and as intended by Mr. Hubbard.

To this application, so strongly pressed, and against which no reasonable objection could be imagined, the Postmaster General, Mr. Campbell, replied, on November 3, 1853, as follows:

POST OFFICE DEPARTMENT,

November, 3, 1853.

GENTLEMEN: In answer to your letter of the 26th ultimo, I have to state that, at the request of Mr. Carmick, the contractor, the present schedule of the New Orleans and Vera Cruz route was arranged to connect with the contemplated route across from Vera Cruz to Acapulco, which it was proposed to run in due connexion with an independent line of steamers between Acapulco and San Francisco—thus, with the route *via* Panama, giving a mail four times, instead of twice a month, between the Atlantic States and California. It was not the intention to connect at Acapulco with the steamers of the Panama line, but, as above remarked, to establish an additional semi-monthly mail to run, *via* Vera Cruz and Acapulco, alternately at regular intervals with the line *via* Panama.

This arrangement was made with my predecessor, Mr. Hubbard, with whom, as Postmaster General, also a conditional contract was entered

into for the part of the service between Vera Cruz and San Francisco, which contract was to take effect *only from the time it should be ratified by Congress*; nor was it to have any force or validity whatever until it should receive the sanction of Congress by the passage of an appropriation to carry it into effect. No such sanction has as yet been given by Congress; but, apart from this, and without troubling you with my views on the whole subject, it is simply necessary for me to say that there can be no recognition by this department of any arrangement by which the additional semi-monthly mail, clearly contemplated by the then Postmaster General, can be dispensed with.

The application, therefore, for a change of schedule on the route from New Orleans to Vera Cruz must now be considered without reference to any trips it may be proposed to run in connexion therewith beyond. The contract requires three trips a month; you propose but two, and it is unnecessary for me to say that the number of trips stipulated for in the contract will be required.

I am, very respectfully, your obedient servant,

JAMES CAMPBELL.

Messrs. HARRIS & MORGAN,  
New Orleans, La.

The first paragraph of this letter asserts, what all the parties interested well knew, and what Mr. Aspinwall states in his letter. The second paragraph is also the enunciation of more facts equally well known, and it was certainly gratifying to find him declaring "that there can be no recognition by this department of any arrangement by which the additional semi-monthly mail, clearly contemplated by the then Postmaster General, can be dispensed with." This is so far declaratory of the views of the Postmaster General as to the contract made by Mr. Hubbard. But as that only took effect after an appropriation by Congress, the temporary schedule which was proposed for the meantime was the proposition to which these parties expected but did not receive any answer whatever. The remedial portion of this communication is wanting. The Postmaster General entirely omits to state whether the change desired would be granted or refused. But as he lays much stress upon the time when the contract was to take effect, it might reasonably be supposed he would make any proper arrangement until that time arrived. But he neither intimated that he would or would not. So far he expressed no opinion about the merits of a temporary change of schedule so as to form the connexion with the Pacific steamers, and that is the whole question submitted for his consideration. Leaving the matter in doubt, instead of demonstrated, as may be inferred he believed from the use of "therefore" in the next paragraph, he adds:

"The application, therefore, for a change of schedule on the route from New Orleans to Vera Cruz must now be considered without reference to any trips it may be proposed to run in connexion therewith beyond. The contract requires three trips a month: you propose but two, and it is unnecessary for me to say that the number of trips stipulated for in the contract will be required."

The department was not desired to consider a change of schedule on the route from New Orleans to Vera Cruz, *without* reference to any trips it might be proposed to run in connexion therewith beyond: but *was* desired to consider it only in connexion therewith. That was the application, no more, no less. Two trips had only been run each month, and still two only continue to be run.

What was requested was stated in the joint letter, wherein they "did respectfully petition that you will so alter the schedule between New Orleans and Vera Cruz for the two trips per month, now being performed, as will give them an opportunity of proving to Congress that this is by far the most expeditious route yet opened to the rich commerce of California."

To a proper understanding of the views of the Postmaster General, as expressed in this letter, some commentary was requisite; for, standing alone, it was unintelligible. Therefore it is not surprising to find him, in communicating the correspondence to Congress, making the effort to explain this most ambiguous epistle, as follows:

"The objections which I entertained to the change of schedule on the New Orleans and Vera Cruz route proposed by Messrs. Harris and Morgan, in their letter of the 26th October, 1853, were two-fold:

"1st. That, by authorizing the change proposed, the original intent and object of my predecessor, Mr. Hubbard, in entering into the conditional contract with Messrs. Ramsey & Carmick, which was to secure an additional semi-monthly mail between the Atlantic States and California, by alternating at regular intervals with the present semi-monthly line, via Panama, would have been entirely frustrated; and thus, instead of having a weekly mail between the Atlantic and Pacific, there would have been, as heretofore, only a semi-monthly communication."

He rejected the proposition because, by authorizing the change, the original intent and object of Mr. Hubbard in making the conditional contract "would have been entirely frustrated." In his ardent desire to carry out the policy of his predecessor, the wishes and arguments of the company, of Charles Morgan, and Mr. Aspinwall, all of whom were much interested in the success of Mr. Hubbard's plan, are disregarded.

All parties requested the change of schedule, in order to demonstrate the wisdom of Mr. Hubbard, while the Postmaster General refused, because he thought in doing so the object of Mr. Hubbard would have been entirely frustrated, although, in his letter of November 3, he understands and declares that the contract made by his predecessor "was to take effect only from the time it should be ratified by Congress, nor was it to have any force or validity whatever until it should receive the sanction of Congress by the passage of an appropriation to carry it into effect."

His second objection was—

"2d. By changing the schedule so as to make connexions at Acapulco with the steamers of the Pacific Mail Steamship Company, that company would receive not only their regular compensation under

their contract with the government, but extra pay under the contract of Ramsey & Carmick, although no additional service was really rendered by them to the department or the public."

How was it possible that extra pay could be demanded for services under a contract which had not yet commenced to take effect, and without "force or validity" prior to the time when Congress should give it vitality? When Mr. Hubbard arranged this through schedule, he did not apprehend extra pay being demanded for any service performed before congressional action, nor did the formation of the schedule imply that the mails were to be carried before an appropriation was made. If mails were so carried it certainly would be at the cost of the contractors; consequently, when they desired permission to carry mails, Mr. Hubbard issued an order, in their favor, "to carry a mail on the terms of their contract;" and on the same date, March 7, when informing the contractors of this order, he adds, "pay, if any, for said service commencing only in accordance with the *terms* of the contract." Why could not Mr. Campbell have done the same if there were any doubt upon the subject? But why was this second objection made at all, if the first objection were conclusive? and if not conclusive, it was no argument whatever. The first objection either covered the whole ground, or it did not meet the case at all; and if it covered the whole ground, the second objection was entirely uncalled for, even if the facts were true upon which it was predicated, but which were unfounded. The Postmaster General could not perceive how the public were to be benefited by this transmission of intelligence, which might leave New Orleans some ten days after the mails sent forward by the Panama line, and yet arrive with those mails at the same time at San Francisco; and in returning be transmitted by the Panama mail steamers to Acapulco, thence by land to Vera Cruz, and arriving in New Orleans some ten days in advance of the mails by the way of Panama. By this arrangement, which Mr. Campbell thought would not benefit the public or department, intelligence might have been sent between San Francisco and the Atlantic cities in thirteen days, while by the Panama mail line the time taken was twenty-two or twenty-three days; and yet every arrival and departure of this intelligence at San Francisco would have been in the mail steamers bound to and from Panama. By this proposed arrangement, intelligence would have been transmitted between New Orleans and Acapulco in six days, as was frequently done, and between Acapulco and San Francisco direct in seven days more, the usual time taken. For there would not have been detentions in touching at San Diego and Monterey, as required by the schedule, thereby saving two days. Thus intelligence would have been transmitted regularly to and received from California in twelve or thirteen days. But this would not, in the opinion of Mr. Campbell, benefit the public, although fires, and steamship wrecks, and commercial disasters, were then so rife along the shores of the Pacific, many of which were announced by intelligence transmitted over this line many days in advance of the mails, although without regularity, for the reasons above stated.

The Postmaster General does not repeat the objection taken in his



letter of the 3d of November, that three trips per month are required by the schedule between New Orleans and Vera Cruz. He no doubt found on reflection that argument untenable, because founded on a misconception of facts. Perhaps he may have since discovered that his two subsequent objections are deficient in force for the same reason.

After this answer of the department, on the 3d of November, to the company and Charles Morgan, a few weeks only remained before the meeting of Congress in the next month, when the contract was to be submitted to Congress for its action. How stood the affair at this time? Mr. Campbell had been apprised of the existence of the contract, of the schedule, and of the order of Mr. Hubbard to deliver a mail if called for. On the 15th of June the company had informed him of the purchases and contracts for materials made, and of preparations then in progress. To this Mr. Campbell had replied on the 9th of July, disapproving of the contract, for, as at present advised, the route was impracticable; that, for the transportation of the mails between the Atlantic and Pacific, it appeared both inexpedient and unjust to go into this a still further expenditure for the service in question, and that the contract was conditional, a principle he could not sanction.

On the 23d of September he revoked the order to deliver a mail if called for, because he wished to be first satisfied that it would be in proper custody and transported safely through Mexico; thus giving up the objection that the route was impracticable, and also waiving his disapproval of the contract itself.

On October the 26th the company reported to the Postmaster General that the preparations for the land service were completed and ready to commence the carrying of the mails. At the same time the department was informed by Mr. Morgan and Mr. Aspinwall that the steamers were provided for the sea service, and they desired a change of schedule of the days of arrival and departure on the line between New Orleans and Vera Cruz, so that the merits of the enterprise, before the contract took effect by an appropriation by Congress, might be fairly tested. The letter of the 26th of October was answered by the Postmaster General on the 3d of November following, in which it was stated that there could be no recognition by the department of any arrangement by which this additional semi-monthly mail, clearly contemplated by Mr. Hubbard, his predecessor, would be dispensed with. By this the contract was not only sanctioned, but also the department intimated that, both in letter and spirit, it must be carried out. The Postmaster General therefore refused to change the schedule prepared by Mr. Hubbard, because, by doing so, he imagined the object which his predecessor had in view might be frustrated, nor sanction the carrying of a mail lest extra pay might be demanded.

On the 12th of November, Mr. Carmick, one of the contractors, addressed a letter to the Postmaster General, in which he alluded to a personal interview on the day previous, and stated that they "have asked no remuneration from the government while pursuing this

enterprise, but have gone to work at their own expense and proved the entire feasibility of this rapid communication without the least hope or expectation that the department should, in any way, be subjected, either directly or indirectly, to an acknowledgment of responsibility for future remuneration" for these extra services.

Thus stood the question at the opening of Congress, when the Postmaster General sent his annual report to that body. What was advanced in that document respecting the contract is so remarkable that, although it may be superfluous, it is here inserted, as follows:

"On the 3d of March, 1853, Postmaster General Hubbard concluded a contract with Messrs. Ramsey & Carmick, of New York, at \$424,000 per annum, for service, semi-monthly, from Vera Cruz, Mexico, by Acapulco, San Diego, and Monterey, to San Francisco, and back, in thirteen days each way; being an extension of two of the trips on the New Orleans and Vera Cruz line, through Mexico, for the purpose of conveying the mail, and thus making one through line in sixteen days between New Orleans and San Francisco; a copy of which was communicated to the Senate on the 11th of March. This contract contains a stipulation that it shall not have any validity unless Congress should sanction it by the passage of an appropriation to carry it into effect.

"On the 16th of June the department received a communication from Robert G. Rankin, president of the Ocean Mail and Inland Company, who states that that company is the real party to the contract entered into by Messrs. Ramsey & Carmick, reporting progress towards putting service into execution. To this communication the following reply was sent by me on the 9th of July:

"Your letter of the 15th ultimo came duly to hand. My attention having thus been specially called to the circumstances connected with the contemplated line to the Pacific, *via* Vera Cruz and Acapulco, I feel it my duty, after due deliberation, to inform you that the conditional contract entered into between my predecessor, Mr. Hubbard, and Messrs. Ramsey & Carmick, for the conveyance of the mails over this line to San Francisco, does not meet with my approbation.

"In the first place, as at present advised, I consider the route impracticable for mail purposes.

"In the second place, the sums of money yearly drawn from the treasury from contracts which have for several years been and are still in force, for the transportation of the mails between the Atlantic and the Pacific, are very considerable, amounting to about \$731,868. In view of this fact, and of the many sections and neighborhoods in the different States which are either greatly restricted in, or deprived altogether of, mail facilities, it appears to me both inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question.

"Moreover, I disapprove of the principle upon which this contract is made. In my opinion, if the Postmaster General has the right to make such a contract at all, it ought to be made without the restriction or limitation contained in yours, by which its force or validity is

made to depend upon the passage of an appropriation by Congress to carry it into effect. I am unwilling to recognize any contingency of this kind, because, although the contractors may, under such conditional arrangement, establish no legal claim for compensation, they may, nevertheless, go on and incur expenses in the expectation that they will be paid, and Congress, more from private sympathy than from public policy or right, be at length induced to yield to a measure to which its prior sanction never could have been obtained.'

"Since that time the department has not heard from the Mexican Ocean Mail and Inland Company."

If, by inserting his letter of the 9th of July, the Postmaster General intended to convey the impression that these were his sentiments when his annual report was transmitted to Congress, he certainly had not acted with candor to those who relied upon his various communications, opinions, and intentions, expressed subsequently to the 9th of July, and already given above. If they were not his sentiments at the date of his annual report, but only those of the 9th of July, by their insertion in that document, without any qualification or comment, it was clearly acting without frankness to the representatives of the nation, in communicating to them opinions and intentions which he did not then entertain. But he went further, and entirely ignored all the correspondence on the subject with the department subsequent to the 9th of July, in the unqualified and emphatic assertion, that "since that time the department has not heard from the Mexican Ocean Mail and Inland Company." It was certainly objectionable to give only a small portion of a correspondence, but it was certainly more objectionable to declare that the department had received nothing further while other correspondence existed, and which was afterwards produced by the Postmaster General himself. The important letter from the company of the 26th of October was not only received, but answered, by the Postmaster General, on November 3, while the extended letter of Mr. Carmick, of the 12th of November, had actually been preceded by a personal interview on the previous day. The Postmaster General thus, in his annual report, conveyed the impression to Congress that the enterprise and contract had been abandoned, while the correspondence on file in the department, which he had under consideration and still fresh in his memory—for it appears from the published correspondence he had devoted some time to its contents—showed that in the preparation for the land and sea service more than a half million of dollars had been expended, and the line was ready for the transportation of the mails according to the contract.

There was a letter addressed to the department, on the 23d of November, by Mr. Rankin, which it seems, from the statement of the Postmaster General, did not reach its destination, from some cause unknown, until two months after its date, although regularly mailed in November. This communication was "to explain the real character of the relations this company sustains to the contract, the obstacles to the non-fulfilment of it by a date as early as was

anticipated, and a few remarks explanatory of the route." The obstacles to the non-fulfilment at as early a date as was anticipated in August were therein stated to be the withdrawal of the extra boats on the Pacific side, which broke the connexion at Acapulco, and consequently prevented the performance on the schedule days, between Acapulco and San Francisco. All of which is a repetition of the correspondence in the months of October and November, and, of course, still in the recollection of the Postmaster General, as well as the fact stated by Mr. Aspinwall that the steamers were prepared for the service. Mr. Rankin further informed the department that efforts were making to place steamers between Acapulco and San Francisco, to perfect the connexion according to schedule time, even before an appropriation. The department never acknowledged the receipt of this letter; but the Postmaster General, in his letter to the Speaker of the House of Representatives, remarks: "It was not deemed necessary to answer the letter of Robert G. Rankin, president of the Mexican Ocean Mail and Inland Company, dated November 23, 1853, and received at the department on the 30th of January, 1854. That they were not prepared to fulfil their conditional contract on the 23d of November, 1853, nine months after its execution, is therein conceded."

This assertion was, of course, not the first made on this subject entirely at variance with the fact. Mr. Rankin expressly stated that covenants had been made with the Pacific Mail Steamship Company for the performance of "all the conditions of the contract" for the sea service between Acapulco and San Francisco; and Mr. Aspinwall, on October 29, had informed the department that he was at that date prepared "to assign to this duty" two steamers then on the Pacific ocean. The conditional contract had not taken effect at the date of Mr. Rankin's letter, but the contractors were then prepared to carry out the contract whenever ordered by the department. But between New Orleans and Acapulco, where the schedule called for the mail being transported in eight days, Mr. Rankin wrote that the contractors "have repeatedly carried it in six days." In another paragraph of the same letter, in alluding to the route across Mexico, "the land service, as will be hereafter shown, (see Appendix,) has been performed, carrying an independent mail, in 60 hours (instead of 120 hours, schedule time.)" The appendix accompanying this letter consisted, in part, of reports from the contractors in Mexico of the mail line being established from Vera Cruz to Acapulco, and of the time taken to transport the mail between these cities in the months of August, September, October, &c., all of which was in corroboration of the statement in the body of the letter that "the company have placed a portion of their rolling stock upon the road, at present equal to the transportation of fifty passengers per week from ocean to ocean. This rolling stock consists of the very best built Albany and Troy post coaches, Concord (New Hampshire) passenger, baggage, express, and specie wagons, and about 500 horses and mules, (at the last report, 493.)" This is the letter in which "is therein conceded," the Postmaster General asserts, "that they were

not prepared to fulfil their conditional contract on the 23d of November, 1853, nine months after its execution." The object of Mr. Rankin's letter was to report the contractors prepared to perform the service upon the passage of an appropriation, and to explain that, although ready in August, they were unable to run on schedule days as early as was anticipated, in advance of the period for pay commencing, because the steamers were unable to run at irregular intervals, in advance of the date for compensation, although willing to carry the mail on the regular trips without pay. These were "the obstacles" to the non-fulfilment of the schedule contract time as early as was anticipated. But the contractors were then prepared, and the want of an appropriation was the obstacle which prevented them commencing the service. All this the Postmaster General well knew without the repetition of the same facts by Mr. Rankin, and he must have remembered the cause of the "obstacles," although in his annual report he states that the department had not heard from the company since the 9th of July. The Postmaster General ought to have said that on the 23d of November the contractors were prepared to carry out the conditional contract, but were prevented from commencing by obstacles which would always exist for the period prior to an appropriation. He would thus have stated the truth.

But to return to this annual report of December, 1853, the Postmaster General therein undoubtedly intended to inform Congress that at that time the contract did not meet with his approbation, while on November 3 previous he had declared to the parties interested that "there can be no recognition by this department of any arrangement by which the additional semi-monthly mail clearly contemplated by the then Postmaster General (Mr. Hubbard) can be dispensed with," and would not change the schedule, because the intent and object of his predecessor "would have been entirely frustrated." He further gave Congress to understand that he, "as at present advised, considers the route impracticable for mail purposes." And this assertion is made in the face of the action of his two predecessors, of the cabinet, of the recommendation of a large number of senators, of many members of the House, of the mails being transported continuously for months over the route carefully and in safety in half the time contemplated by the contract; of the opinions of William H. Aspinwall and Charles Morgan, one the leading and most influential and wealthy gentleman in the Panama route and Pacific Mail Steamship Company, and the other holding a similar position in all respects towards the Nicaragua route, Mr. Aspinwall joining as a surety in the contract, and thereby pledging at least half a million of dollars for the successful issue of the enterprise, while, as president of the Pacific Mail Steamship Company, he bound that corporation by covenants to the performance of the ocean service, and relying only for compensation upon performance in the time stipulated after an appropriation by Congress, Mr. Morgan also joining in the undertaking on the Atlantic side, and expending funds in such preparations as to "embrace an investment of nearly \$300,000 for this first portion of the enterprise." To all this array of cumulative evidence in

its favor before the department the Postmaster General interposes his solitary opinion that he, "as at present advised," considers the route impracticable for mail purposes, and yet he furnishes no evidence upon which this solitary opinion was predicated, nor who furnished the advice.

The objection to conditional contracts again made its appearance, while in the same document he reported having made an important one of that kind on the southern route in Alabama, which he was desirous Congress should confirm by an appropriation.

The annual report of the Postmaster General, in December, 1853, is herein dwelt upon, not so much for the purpose of exposing its discrepancies as to clearly present the position assumed by the head of the department in regard to this contract. The faith of the department was undoubtedly pledged to the contractors for frankness, candor, and justice in this matter, of so much magnitude to them. They had entered into its conditions and stipulations, with its heavy guaranties and wealthy sureties, with the understanding that it would be submitted by the department to Congress for its sanction and approval. The contractors had made all their preparations for the performance of the service in accordance with their undertaking, and while thus engaged Mr. Campbell had informed them that the department could not recognize any arrangement by which this additional semi-monthly mail, clearly contemplated by Mr. Hubbard, would be dispensed with. He would not even change the schedule under a contract, lest the intent and object of his predecessor in this would be frustrated. In his great desire that the mails should be carried safely and by proper persons by this line, he suspended their delivery to the contractors until the department simply should be first satisfied on that point. Thus duly apprised of the progress of the contractors, and thus informing them of his sentiments, and thus encouraging the enormous expenses they were assuming, the Postmaster General, in his annual report in December, 1853, unmindful of all this, and without regard to the good faith which ought to be preserved in every department, without regard to the heavy expenditures and liabilities of the contractors, without regard to the evidence and facts which had come to his knowledge, and without regard to the truth and candor which should characterize his communications to Congress, submitted the remarks cited above in his annual report, and at the same time withheld the contract and estimates, thereby annulling the contract by withholding from Congress the documents to act upon, and preventing action, moreover, by the suppression of facts, misstatements, and misrepresentations made at the same time to the representatives of the nation.

It may here, also, be noticed, that in the same annual report, the Postmaster General recommended another line for an additional semi-monthly mail to California in direct opposition to his former declaration, that no arrangement could be recognized by the department whereby that of his predecessor would be dispensed with; and in opposition, also, to the report itself, wherein he repeats as one of his objections, that any further appropriations for the Atlantic and Pacific

mail service would be "inexpedient and unjust." Yet, with all these assertions made by him and repeated, he proposed an additional semi-monthly mail, which would not touch at San Diego and Monterey, and which would require the same number of days for the performance of the service as the Panama route. His reason for preferring that line was because the department would save \$124,000 per annum, while he forgot that the public would suffer a corresponding loss from the delay in the receipt of their correspondence. Had the department applied for clipper ships to perform this service, by the same process of reasoning, undoubtedly there might have been a still further saving in money. The department having thus virtually annulled the contract made previously, the contractors were prejudiced in their rights, and at the same time ruined in their business. The immense accumulation of material which they had collected for the enterprise was thrown useless upon their hands; their credit in Mexico was paralyzed; their grants from that government, to procure which so much time and money had been expended, were in jeopardy, nearly fifty poor men, who were employed, had to be dismissed without any warning or preparation; and some six hundred animals, which could neither be sold, nor funds realized in time to feed, died of starvation in a country where grain was in abundance.

At the same session of Congress, the Post Office Committee of the Senate reported an amendment to the appropriation bill to carry out the contract. But with the statements made by the department in the annual report, and which were believed at the time to be true, the contract seemed not only annulled, but the line abandoned by the contractors. At the last session, the same committee in the Senate reported a bill to indemnify the contractors, which passed that body without objection, and failed only in the House, on the last night of the session, from want of time to explain its provisions.

## CARMICK AND RAMSEY.

IN THE HOUSE OF REPRESENTATIVES, *June 11, 1858.*

Mr. BILLINGHURST, from the Committee on the Judiciary, made the following report.

*The Committee on the Judiciary, to whom was referred the memorial of Edward H. Carmick and Albert C. Ramsey, respectfully ask leave to make the following report:*

The sixth section of the Post Office appropriation bill, approved August 18, 1856, is as follows:

*"And be it further enacted,* That the First Comptroller of the Treasury be, and he is hereby, required to adjust the damages due to Edward H. Carmick and Albert C. Ramsey, on account of the abrogation by the Postmaster General of their contract to carry the mail on the Vera Cruz, Acapulco, and San Francisco route, dated the 15th of February, 1853, to adjudge and award to them, according to the principles of law, equity, and justice, the amount so found due. And the Secretary of the Treasury is hereby required to pay the same to said Carmick and Ramsey out of any money in the treasury not otherwise appropriated."

The memorialists represent that this law yet remains unexecuted, although they have made repeated efforts to have it carried into effect, and they ask relief at the hands of Congress.

The foregoing law is plain and clearly expressed. If Messrs. Carmick and Ramsey can obtain no relief under this law, then no legislation can aid them. By it Congress has already declared—

*First.* That a contract was entered into, February 15, 1853, with Carmick and Ramsey to carry the mail on the Vera Cruz, Acapulco, and San Francisco route.

*Second.* That said contract was abrogated by the Postmaster General.

*Third.* That damages are due Carmick and Ramsey on account of said abrogation.

*Fourth.* That the First Comptroller of the Treasury be and is required to adjust said damages, and to adjudge and award to Carmick and Ramsey, according to principles of law and equity and justice, the amount he shall so find due.

*Fifth.* The Secretary of the Treasury is required to pay the same to Carmick and Ramsey whenever the amount shall be determined by the First Comptroller.

What more can Congress do? Can they use more pointed words of command to the Comptroller?

The memorialists represent that in 1856 the Postmaster General succeeded in arresting the execution of the law. Your committee are slow to believe that the Comptroller, an accounting officer designated by Congress for this particular duty, should or could allow of any in-



interference with his duties. In the execution of this law the First Comptroller has no superior. He is independent, not only of the Postmaster General, but of the Secretary of the Treasury, and even the President himself.

For the purposes of this law he is an officer of Congress, and, *pro tanto*, independent of all executive interference. In one point of view only can the President's power be invoked. It is his duty to see that the laws are faithfully executed. If the First Comptroller has refused, or should refuse, to carry out this law, the President, knowing it, should cause him to be removed, and a person appointed who would obey the law.

Congress has taken its share of responsibility in declaring that a contract existed, was abrogated, and that damages are due. Whether it has wisely or unwisely met and discharged that responsibility is not a question that can be reviewed now by the First Comptroller, the Secretary of the Treasury, the Postmaster General, or the President. That is a closed question. The President has approved the law.

In the opinion of your committee, it is the duty of the First Comptroller to execute the existing law.

The committee ask to be discharged from the further consideration of the subject.

*Statement to Congress by Edward H. Carmick of his claim for indemnity, arising out of a contract destroyed by Postmaster General Campbell.*

*To the Congress of the United States:*

The undersigned respectfully appeal to the legislative branch of the government to be relieved from the pecuniary ruin brought on them by the arbitrary conduct of the Postmaster General.

This conduct was a twofold imposition on Congress—express misrepresentation and withholding information from your body when it was essential to your action in our business.

Herewith annexed you have our printed statement, which we ask may be taken as part of this memorial.

We refer to Executive Document No. 47, second session 33d Congress, a copy of which is herewith submitted.

See pages 2, 3, &c., of said document for the contract of the undersigned with the Post Office Department.

Aside from all express provision to that effect, the Postmaster General was to submit the subject to Congress for ratification.

This was our stipulation, as well as that of the department. This contract was not subject to the revision of the Postmaster General, who had already exhausted his function therein. Mr. Campbell was as completely bound thereby as Mr. Hubbard had been. Neither Mr. Hubbard nor the undersigned had been so silly as to stipulate any conditions as to the will and pleasure of that gentleman's successor in office. The only condition involved we had, under the peculiar circumstances, committed to the will and pleasure of Congress. So far as the department was concerned, the contract was already a finished engagement. Its head had still to ask the concurrence of Congress. This Mr. Campbell deliberately failed and refused to do.

In this there was no ordinary disposal, by the head of the department, of an engagement on public policy, looking meanwhile to public honor in some form of indemnity to the injured party.

It was a compendious despotism, cold-blooded, reckless of our ruin as citizens, in contempt of his official predecessor and of Congress, and disdainful of the public honor. This gross *breach of faith* was aggravated, too, by the positive misrepresentations of the Postmaster General.

This contract of February 15, 1853, required that the mail should be conveyed in sixteen days between New Orleans and San Francisco. In the event of failure to perform this stipulation the contractors were to forfeit the pay of the trip.

The security required by law for the faithful performance of the contract was given in the names of Silas C. Herring, Robert B. Coleman, Elihu Townsend, Simeon Draper, Edwin Bartlett, and William H. Aspinwall—names representing beyond five millions of dollars.

The late Postmaster General directed the postmasters at New Orleans, San Diego, Monterey, and San Francisco to deliver to the

undersigned the mails as soon as they were prepared to receive them. It will be observed that this large security of ours was given, among other things, *for the faithfulness of our agents and the wholeness and safety of the mails throughout our route.*

The present Postmaster General came into office in March, 1853. On the 15th of June following the undersigned, by their agents, in writing informed him that they had then purchased one thousand horses and mules, and a large number of stages, wagons, and other material; had contracted for the sea service between Acapulco and San Francisco, and that their agents were then in Mexico. All this, they stated, was done in view of carrying out their contract at an early day.

Twenty-two days after the Postmaster General had received the above information, he answered by letter, the 9th of July, and said that HE disapproved of the contract for various reasons, one of which was HIS unwillingness to "recognize any contingency of restriction or limitation in the contract, by which its force or validity was made to depend upon the passage of an appropriation by Congress to carry it into effect, as the contractors may go on and incur expenses in the expectation that they will be paid."

Now, when Mr. Campbell penned these lines he had been twenty-two days in possession of the fact that the contractors had made heavy outlays. We quote the words of our letter to him of the 15th of June: "By August 10 the mules and horses (1,000) will be down from Coahuila, and we then expect to make the regular transit across."

By the time mentioned the regular transit *was* made between Vera Cruz and Acapulco, (see the documents.) We said in the same letter: "We have purchased and ordered the whole of the rolling stock for the transit, and parties are now in Mexico clearing obstructions."

The Postmaster General had then known the fact for twenty-three days that the undersigned had incurred large expenses, and had made contracts for the future on account of this engagement with his department. At the very time he wrote his letter saying, "the contractors may go on and incur expenses in expectation that they will be paid," he was evidently anticipating the magnitude of the injury he was visiting on us in enforcing what now seems to have been his foregone resolve to break up the contract.

On the 9th of July he further says: "Congress, more from private sympathy than from public policy or right, may be at length induced to yield a measure to which its prior sanction never could have been obtained." A contemporary conscience seems really to have advised him that Congress would be asked to indemnify us for the ruin he was then preparing.

Subsequently, in answering a letter from the undersigned, under date of November 28, 1854, again calling his attention to our contract, he says: "In my letter of July 9, 1853, I gave my views at length in regard to this contract; and if sums of money were ex-

pended by you *after* that time, it was done with a full knowledge of my views, which remain unchanged."

Here, again, that same *conscience* seems to have lingered with him to extort the reluctant confession that expenditures under the contract down to the notice implied in his letter of the 9th of July, 1853, involved the correspondent liability to us.

It is not disrespectful to Congress for the undersigned to say that had they, even in November, 1854, known the nature of the Postmaster General so well as they have since learned it, they might have saved themselves much troublesome ceremony. It is no fault of theirs that they estimated that nature by a standard of humanity too high to be realized in maturer experience with him.

The edict of July 9 did not allow the anticipation of that extent of official hostility and venom since realized. It could readily alarm us for its cold disdain of Congress and of Mr. Hubbard, and of the mischief it impended over us; but it could not, and did not, premonish us of the full measure of calamity in store for us. It could not arrest the current of our arrangements. It could not stay the tide of our expenditures or of our liabilities. These were minutely ramified, and covered much space and a long line. They had been provided in forethought, commensurately with so large an enterprise, and with our reliance on the good faith of a government which seems to have reposed on the caprice of a single executive functionary. It was easy for him, seated in his cushioned chair here, to blight our prospects without staying the tide of our liabilities.

In the hope of averting the calamities threatened by this unnatural hostility, Charles Morgan, esq., of New York, and Messrs. Harris & Morgan, of New Orleans, addressed a letter to this source on the 26th of October, 1853, saying that they had expended nearly \$300,000 for one part of the enterprise, under inducements held out by the department granting a through service between New Orleans and San Francisco. Replying to this letter, the Postmaster General on November 3, 1853, says: "Without troubling you with my views on the whole subject, it is simply necessary for me to say that there can be *no recognition* by this department of any arrangement by which the additional semi-monthly mail clearly contemplated by the then Postmaster General, *can be dispensed with*."

A queer answer, indeed, to the proposal propounded by the Orleans and Vera Cruz contractors! The undersigned believe that Congress will vote Mr. Campbell's answer void for irrelevancy! These gentlemen write him about one thing, and he answers them about another thing! He seems to have been aroused from his slumbers, pleasant or unpleasant we do not here venture to determine. The context shows him to have been dreaming at least of a great engagement made by his predecessor; of his obligation to enforce the good faith thereof, and incidentally of the obligation therein of Ramsey & Carmick to his department! In a wakeful spasm of good faith he could brook "*no recognition*" that would "*dispense with*" Mr. Hubbard's engagement to secure the "additional semi-monthly mail!"

He could not abide the thought of releasing Ramsey & Carmick from the obligation to afford that "semi-monthly mail!" He could not "*dispense with*" Mr. Hubbard's contract, or with Mr. Hubbard's contractors and their "semi-monthly mail" additional!

Now, this seems to be a fantastic performance in Mr. Campbell! For, by one compendious military movement he had already "*dispensed with*" and disposed of Mr. Hubbard and his engagement, and his contractors and their "semi-monthly mail" additional!

Let it be observed that our overland transit was from Vera Cruz, on the Gulf, to Acapulco, on the Pacific. At the latter port we could connect with the established mail line on that side, connecting at the Gulf port named with the established steamship line to New Orleans. These Vera Cruz and New Orleans contractors, as referable to the projected mail connexions with us, wrote to Mr. Campbell, asking his sanction to the proposed *temporary* change of their schedule of arrivals and departures, simply that their movements might be accommodated to ours—our quick movements overland corresponding with the passages of the Pacific mail line by Acapulco.

It was a huge enterprise for us to construct the desired overland transit before Congress had ratified our contract—before we were to receive any pay, and before, indeed, we were bound to carry the mail, except at our own option, and for the initial demonstration of our route for the judgment of Congress. Hence our provisional arrangements with the steamship lines on both sides of the continent. (See the orders of Mr. Hubbard to his postmasters in Louisiana and California, as evincing his cheerful good faith and his understanding that we were to begin without delay; that preparatory demonstration of our route which would be the most convincing argument with Congress, and which we had so triumphantly prosecuted when arrested by the hostility of Mr. Campbell.) His answer to the proposed change of schedule on the Vera Cruz and New Orleans route to the fair proposal of its contractors was a bald subterfuge. Like most efforts of false pretence, it involved its own refutation. But he preferred the risk of rendering himself officially ridiculous to that other dreaded consequence of according compliance to the reasonable proposal as to the temporary change of schedule. That proposed temporary change was reasonable, as it was to involve no pecuniary charge upon the department, and was not to affect the general mail connexions at the New Orleans end of that line. It was also reasonable and fair, because it was to affect favorably the connexion at the Vera Cruz end of our transit. It was to save a detention of eight days at the latter point of mail and other matter from Acapulco. This obvious result (the saving of so much valuable time) would have rendered too perfect our demonstration of unparalleled celerity for our transit between New Orleans and San Francisco.

But it was the desperate resolve of official malevolence to smother and damn our route and our whole enterprise, too low to be reached by any rescuing hand in Congress.

On the 11th of November, 1853, the undersigned called on the

Postmaster General and begged that he would desist from that hostility, which would tend to preclude the favorable consideration of Congress. He asked him to represent the facts fairly to that body of the progress of the contractors; to state that heavy outlays had been made by them, and to report the important and decisive fact that they had already made the distance between New Orleans and San Francisco in fourteen days.

On the day following the undersigned wrote to him again, asking an order allowing the mail to be carried over this route.—(See page 15 of Ex. Doc. 47, before referred to.)

The reason why the undersigned made said application with renewed urgency, was his information that the previous order to that effect, by Mr. Hubbard, had been rescinded by Mr. Campbell. Although the undersigned had conversed with him on the day previous, for nearly an hour, Mr. Campbell had made no mention of this clandestine order of revocation.

On the 28th of October, 1853, W. H. Aspinwall forwarded to the Postmaster General an important letter as to the suggested change of schedule, before referred to. See page 12 of the Ex. Doc., and note the words of Mr. Aspinwall: "I am prepared to assign this duty (meaning the service between Acapulco and San Francisco) to two of our smaller first-class steamers, the moment I am justified in so doing. Until then the merits of the route can be *tested* by arranging a schedule to conform to the arrivals at Acapulco, and so far as possible to the departures thence for San Francisco of our steamers now running, and the interests of the government and the public unite in recommending such a course."

No answer to this communication was received.—(See page 15 of the Ex. Doc. for a communication by R. G. Rankin, esq., acting for the undersigned, dated November 23, 1853, and addressed to the Hon. James Campbell.) This was delivered into the hands of the postmaster at Philadelphia on the evening of the 26th of November, 1853, by the undersigned, in presence of a witness. Advising the Postmaster General of the movements of the undersigned, it said: "This rolling stock consists of the very best built Albany and Troy post coaches, Concord, (N. H.) passenger, baggage, express, and special wagons, and about 500 horses and mules; and we ask that this enterprise may go before Congress on its own merits and integrity."

All of this correspondence was called for by the House of Representatives on the 2d of January, 1855, and as published, constitutes the Ex. Doc. 47, referred to.

The revelations of this document bespeak the *accuracy* and *verity* of Mr. Campbell's official memory! They supply the hiatus which so afflicted his annual report of December, 1853, when he was smothering our enterprise by suppressing, instead of imparting, full information to Congress. In said annual report he *affirmed* to that body, that "since that time (meaning since June 15th of that year) the Department has not heard from the Mexican Ocean Mail and Inland Company." Responding in January, 1855, to the call of the

House of Representatives, he says that the before cited letter of Mr. Rankin to him, dated November 23, 1853, and deposited, as before stated, in the Philadelphia post office on the 26th of that month, was "received at the Department on the 30th January, 1854."

Suppose the marvellous coincidence here averred by Mr. Campbell, so subservient to his gratuitous malice against our enterprise, that his metropolitan mail-bags had sixty days' arduous travel by steam from Philadelphia to the Federal City! then suppose Congress, so resolved on the luxury of christian charity and credulous submission, as to credit the monstrous improbability, what judgment shall then be pronounced on the administrative skill of this postal critic, oracle, and reformer? We may no longer wonder that he opposed the policy of the quickest mail transit between our Atlantic and Pacific possessions; that he should subvert the act of March 3, 1851, which indicated the policy of the speediest mail transit through "foreign countries" between our Atlantic and Pacific coast. His system of postal administration is compendious enough to repeal an act of Congress by executive *dis-user*. Then to despise the engagements of his predecessor, together with the rights of legislative concurrence, while scandalizing the equitable demands of individuals, is but the appendix to his *master-ly* performance.

Under a full head of steam he drives through important mail matter from Philadelphia to Washington in sixty days! How then shall he appreciate an act of Congress which contemplates a mail transit from New Orleans to San Francisco within sixteen days! With such views of postal economy and skill, shall he be indulged to dictate an act of Congress out of its own policy under a series of pretexts—"the 'route' designated by my predecessor is impracticable for mail purposes"—"I disapprove of the principle" on which he made the contract—"it does not meet *my* approbation."

Note the tone and the terms imperial in which he announces *his* will as to an act of Congress and its public policy, and as to an engagement that bound his department!

The "principle on which the contract was made" had been adjudged by his predecessor, and had now become the inquest for Congress, not for Mr. Campbell.

If, as he had already written, "it was inexpedient and unjust to go into the expenditure of a still further sum of \$424,000 for the service in question"—a matter already adjudged, too, by his predecessor—why did he withhold the truth from Congress? Why was he afraid to trust their judgment in the premises? How dare he, by joint *suppression* and *suggestion*, cheat Congress out of the opportunity to express their judgment?

If Mr. Campbell was sincere in his dogma that the "route was impracticable for mail purposes," why did he conceal from Congress the truth in his possession, that our preparatory trial of it, "for mail purposes," was demonstrative of *speed*, even beyond the calculation of the contract, and fully so as to *safety*; that it was only the power of the department, temporarily committed to his charge for public

purposes, but despotically exerted to subserve his own prejudices, and in broken faith, that precluded our actual carriage of the mail? Why was he afraid to trust Congress with full, truthful material, to pass judgment, in its turn, on himself, on his predecessor, on the route, and on the contract? He closed his files, and looked wise and sanctimonious in the teeth of Congress, lest that body, not quite grateful for his gratuitous disparagement of a predecessor and of their act of 1851, might vindicate by an appropriation. Meanwhile, the spoliation and misery with which he was afflicting several of his fellow-citizens could not betray him into sympathy or remorse.

Good faith demanded his official countenance to our efforts in preparing the route for the final judgment of Congress, instead of which we realized his jealous malediction. This was *his own* wrong. This, with its damage to our operations, he in turn takes advantage of, and pleads artfully against us as the chief juggle of his answer in January, 1855, to the call of the House of Representatives, where he says, "it is conceded that they were not prepared to fulfil their conditional contract nine months after its execution."

This subterfuge adds insult to his previous wrong. He distorts the pretended concession referred to.—(See page 15 of the Ex. Doc.) Our contract, by its terms, was to take effect on the ratification by Congress. Until that contingency, we were not bound to carry the mail, except at our own option and without pay for the experiment. Rescinding Mr. Hubbard's orders to the postmasters, and snarling over schedules, Mr. Campbell had juggled us out of time and out of mails. All we needed, however, was, the whole truth reported to Congress by the Postmaster General.

For more detailed refutation of Mr. Campbell's false pretences, designed to deceive Congress with all parties interested in this business, see our printed statement already herewith exhibited, from page 20.

We may here properly state, as the substance of the imposture wherewith Congress was cheated out of all participation to our ruin, the general but total untruth that *we had failed in and abandoned the enterprise.*

This was the final blow. It comprehended all the other devices. It combined all the incidents of mischief that had been stored for the undersigned. The fruit of years of toil was snatched from them—toil in securing their right of way in Mexico—toil in their providing for the performance of their mail engagement. All this was aside from the vast and more positive losses to the undersigned and to others engaged with them in this extended enterprise. The immense accumulation of material which the undersigned had collected for the enterprise was thrown useless upon their hands. Fifty poor men had to be dismissed without warning or preparation. Some six hundred animals, which could not be sold, and for which no funds could be realized even to feed them, died of starvation in a land of plenty. Every dollar invested was lost to the undersigned, amounting to nearly \$160,000; thus aggravating the wear and tear of four years of toil and anxiety of the contractors.



After engaging to carry the mail in sixteen days between New Orleans and San Francisco, the undersigned felt a proper pride to show, as they did show, even against the active malevolence of the department, that it might be carried in fourteen days, and to carry it as they would have done, in twelve days; in which event, with the ratification of Congress, they must finally have realized immense profits.

But the undersigned were having their first experience with the executive government of their country. They did not imagine such perverseness and unscrupulous perversion in an executive office, as could find more pleasure in bad faith than in fair dealing—as could seek glory in frustrating, instead of promoting, public policy.

Our engagement, though simple in its terms, was yet anomalous in its nature. It involved the co-operation of two branches of our home government with the co-operation, likewise, of a foreign government, which we affect to hold in light esteem. Its history teaches a lesson which may be turned to profitable account. It warns us that the mere security of life offers no suitable atonement for the license now usurped by executive administrators, of sporting to scorn their engagements, and trampling as dust under their feet the property rights of their fellow-citizens.

Instance herein the ready good faith, the comity, the hospitality of poor despised Mexico! What a commentary upon the subterfuges, the duplicity of our own Post Office Department!

This hand of power, while forging the spoliation upon us at home, naturally enough suggested the deprivation of our chartered right of transit across the territory of Mexico. That government, however, disdained to follow the example of confiscation here. Thus far the present Postmaster General has rendered it unavailable to us, to his department, and to our country. He now admonishes Congress of the want of adequate intercourse with our Pacific possessions, imploring that body to help him to the needed transit across the continent. But he is silent as to the fact that his own injustice and tyranny had rendered useless to the country the transit from Vera Cruz to Acapulco.

As the right of free speech is the principal estate now left unto us we believe that you will cheerfully indulge our exercise of it while exposing the tyranny which has so unnecessarily made us petitioners at your door for such measure of indemnity as your sense of justice may accord. It is for you to say whether we shall have a year's pay on our contract, or a less sum, or nothing, in consideration of profits prevented and losses incurred, and years of toil and anxiety. If the whole government is irresponsible to us equitably, because no branch of it, not even the official author of the mischief, can be held to account, we will not be further damaged to learn that fact, as a principle in our political institutions. We may find consolation, if not in the principle itself, at least in our knowledge of it as a salutary guide in future.

About the close of the last Congress the Senate granted us a relief measure promptly and without dissent. It failed by an even vote in

the House, because the want of time denied us the benefit of explanation.

It is for you to say whether we have a government of laws, or a government of men; whether that shall be deemed a moral agent, or an engine of torture, with a subordinate executive hand to turn the screw upon its victims.

The undersigned have accused the Postmaster General of official finesse and misrepresentation to our prejudice, only after that ungracious office is so well performed by the files of his own department. These do fully exhibit, likewise, his dominating temper and his disdain of Congress. Indeed, his disregard of the legislature seems to be matured into the ordinary indulgence of his self-will. He assumed his station as a simple autocracy. He accepted the estate without its incumbrance of responsibility to law.

EDWARD H. CARMICK.







*To be appended to House Ex. Doc. No. 30.*

*Pro forma account of receipts and expenses for a weekly line of 20 wagons or stages between Vera Cruz and Acapulco.*

RECEIPTS.		
It appears by official statement, taken from the books of the Panama Railroad Company, that the average number of passengers passing that road per year, for five successive years, was... 30,993		
And from the books of the Nicaragua Transit Company the average number of passengers per year was..... 20,163		
		51,156
Averaging per month ..... 4,789		
Of which we assume that the great advantages of saving in time, avoidance of the tropics, and less distance by sea, would give us at least two-fifths ( $\frac{2}{5}$ ) of the passengers, or 1,916 per month, at \$50 each .....		\$95,800 00
It also appears that the average amount of gold by the Panama route, per annum, was \$31,524,397		
By the Nicaragua route, per annum, was..... 12,000,000		\$43,524,397 00
Averaging per month ..... 3,627,033		
Of which we assume that we should have carried at least two-thirds, in consequence of the certainty of the drafts being conveyed by us, and that thereby they would reach the Atlantic cities at least 5 to 10 days in advance of the gold, provided it continued to go by the usual route of Panama and Nicaragua; which, however, no banking house would permit, and, of necessity, therefore, the gold would follow the drafts—two-thirds = \$2,418,022. At one-quarter per cent. only, the same price as charged for the transit of Panama, a distance of only 40 miles .....		6,045 00
The average of Mexican silver passing over the route is at least \$1,250,000 per month, and on which the charge paid, independent of duties, is $1\frac{1}{2}$ per cent. We assume that we would have taken the whole of this, as we would have done it at 1 per cent., a saving to the shippers of one-quarter per cent.....		12,500 00
Express freight, charging no higher rate than is charged by the Panama Railroad Company, averaging per month .....		7,651 00
Contract for Mexican mail per month .....		4,000 00
Freighting between Vera Cruz and Mexico, averaging yearly \$2,000,000, of which we assume we would have at least $12\frac{1}{2}$ per cent., or, per month. This service being performed on the off days of mail and passenger service .....		20,833 33
		146,829 33

*Pro forma account of receipts and expenses—Continued.*

EXPENDITURES.		
There are on the route 44 stations, 20 teams each ; 8 animals for each station, = 7,040 animals, costing to maintain per month \$7 each.....		\$49,280 00
It would require for the service—		
440 grooms, at \$30 per month.....		13,200 00
120 drivers, at \$100 per month.....		12,000 00
120 servants, at \$60 per month.....		7,200 00
Shoes, and shoeing 7,040 animals, at \$2 per month.....		14,080 00
2½ per cent. wear and tear on 7,040 animals, costing \$30 each.....	\$211,200 00	5,280 00
2½ per cent. wear and tear on 880 sets of harness, at \$72 each.....	63,360 00	1,584 00
2½ per cent. wear and tear on 120 wagons, at \$500 each.....	60,000 00	1,500 00
Tolls on each wagon, \$50 per month.....		6,000 00
Office rent, agents, clerks, &c., per month.....		5,000 00
Balance of receipts over expenditures, leaving profits of one month's service.....		115,124 00
		31,705 33
		146,829 33

Samuel W. Marsh, of the city of New York, No. 19 Beaver street, personally appeared before me, and being sworn according to law, saith : That he is personally acquainted with the facts above set forth, and having been the general accountant and disbursing agent in Mexico, is intimately acquainted with the facts set forth, and believes them to be just and true.

SAMUEL W. MARSH.

Subscribed and sworn to before me, in the city of New York, this 11th day of November, 1856. Witness my hand and official seal.

[L. s.] JOHN BISSELL.

ARMY REGISTER.

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LETTER

FROM THE

SECRETARY OF WAR,

TRANSMITTING

*Copies of the official Army Register for the year 1859.*

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JANUARY 8, 1859.—Laid upon the table, and ordered to be printed.

WAR DEPARTMENT, *January 6, 1859.*

SIR: I have the honor to transmit herewith two hundred and fifty copies of the official Army Register for 1859, for the use of the House of Representatives, in compliance with their resolutions of February 1, 1830, and August 30, 1842.

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*





EXPENSES OF NATIONAL ARMORIES. &c.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A statement of the expenses of the National Armories, &c.*

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JANUARY 8, 1859.—Laid upon the table and ordered to be printed.

---

WAR DEPARTMENT, *January 6, 1859.*

SIR: In compliance with the act of April 2, 1794, I transmit herewith a statement of the expenses of the national armories and the arms and appendages made thereat, during the year ending June 30, 1858.

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

HON. JAMES L. ORR,  
*Speaker of the House of Representatives.*

,

## EXPENSES OF NATIONAL ARMORIES, ETC.

*Statement of the expenditures at the national armories, and of the number of arms and appendages made and altered thereat, during the year ending June 30, 1858.*

Armories.	Expenditures.					Arms, &c., made and altered.																
	From the appropriations for repairs and improvements and new machinery.	From the appropriations for the manufacture of arms, and for the pay of the civil superintendents.	From the appropriations for ordnance & ordnance stores, and for the purchase of breech-loading arms.	From the appropriation for arming and equipping the militia, applied to that purpose.	From the appropriation of the moneys received for the sale of iron.	Total.	Rifle muskets, model 1855.	Rifles, model 1855.	Percussion muskets, model of 1843, rifled and sighted.	Cadet muskets, model of 1843, rifled and sighted.	Cavalry and sapper muskets altered to artillery muskets.	Rifles of .54 calibre, altered with long range sights.	Rifles of .50 calibre, altered with long range sights.	Wipers for the new and rifled arms.	Screwdrivers for the new and rifled arms.	Ball screws for the new and rifled arms.	Spring vices for the new and rifled arms.	Tumbler & band spring punches.	Long range sights.	Bullet moulds and swages.	Tompions.	Sword bayonets.
Springfield ....	\$117,046 41	\$191,331 50	\$113 00	\$232 56	.....	\$309,373 47	11,903	.....	11,579	9	660	.....	.....	18,943	11,238	2,369	51,553	10,000	21	15,322	.....	.....
Harper's Ferry.	55,044 66	197,777 72	4,764 37	274 50	\$14,503 50	249,364 77	8,581	1,719	1,434	...	.....	1,160	503	9,765	8,000	1,865	1,450	1,364	5,102	156	6,625	2,950
Total.....	142,141 09	389,709 22	4,877 37	507 06	14,503 50	551,738 24	9,784	1,719	13,013	9	660	1,160	503	28,708	19,238	4,234	1,455	2,917	15,102	177	21,857	2,950

H. K. CRAIG, Colonel of Ordnance.

ORDNANCE OFFICE, Washington, January 3, 1859.

FINES AND DEDUCTIONS—MAIL CONTRACTORS.

LETTER

FROM

THE POSTMASTER GENERAL,

TRANSMITTING

*The annual report of fines imposed upon, and deductions from the pay of mail contractors.*

---

JANUARY 11, 1859.—Laid upon the table and ordered to be printed.

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POST OFFICE DEPARTMENT,  
*January 11, 1859.*

SIR: The act of Congress approved July 2, 1836, section 22, requires "the Postmaster General to make to Congress, at each annual session thereof, a report of all fines imposed, and deductions from the pay of contractors made during the preceding year, for failures to deliver the mail or for any other cause, stating the names of the delinquent contractors, the nature of the delinquency, the route on which it occurred, the time when the fine was imposed, and whether the fine has been remitted, or order for deduction rescinded, and for what reason."

In compliance with the requisition quoted above, I have the honor to transmit to you herewith, for the use of Congress, the accompanying report.

With respect, I have the honor to be your obedient servant,  
AARON V. BROWN,  
*Postmaster General.*

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay.*

TWO WEEKS, ENDING JULY 11, 1857.

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7809	New Orleans to Cairo .....	Eastham, Gaines & Woodburn.	\$329,000 00	\$450 68	Remit fines and deductions, by order of P. M. General, for the quarter ending Mar. 31, 1856, amounting to \$48,504 73. (See Appendix.)				
7809	.....do.....	.....do.....	329,000 00	450 68	Remit fines and deductions, by order of P. M. General, for the quarter ending Sept. 30, 1856, amounting to \$35,799 76. (See Appendix.)				
7809	.....do.....	.....do.....	329,000 00	450 68	Remit fines and deductions, by order of P. M. General, for the quarter ending Dec. 31, 1856, amounting to \$48,773 70. (See Appendix.)				
93	Railroad junction at Danville to Waterville.	Androscoggin and Kennebeck Railroad Co.	5,500 00	8 81	April 1 to May 31. ....	On route, Me. ....	Omitting one of the daily trips.	\$153 84	
97	Portland to Skowhegan.....	Kennebeck and Portland Railroad Co.	11,200 00	.....	April 1 to April 18. ....	Portland and Augusta, Me.	.....do.....	63 64	
97	.....do.....	.....do.....	11,200 00	.....	April 1 to June 30. ....	Augusta and Skowhegan, Me.	.....do.....	165 75	
941	New York to New Haven.....	President N. York and N. Haven Railroad Co.	19,500 00	9 86	April and May, 47 tms	New York .....	Failed to connect.....	115 62	
1153	Adams to Copenhagen.....	John Looker.....	410 00	65	April, June, 3 times ..	Adams, N. Y. ....	Failed to arrive.....	1 95	
1153	.....do.....	.....do.....	410 00	65	April 1, June 11. ....	Copenhagen, N. Y. ....	.....do.....	1 30	
1167	Richmond to Ravenport.....	Orson Root.....	389 00	59	May 30, June 19. ....	Davenport, N. Y. ....	Failed to arrive in time. ....	\$0 30	
1913	Chittenango to Erieville.....	Nelson Waters.....	198 00	62	May, 13 times .....	Erieville, N. Y. ....	.....do.....	1 30	
1253	Lyons to Sodus Point.....	Adriatus Snedaker.....	500 00	32	May and June, 48 tms.	Sodus Point, N. Y. ....	.....do.....	9 40	
1444	Rough and Ready to Westfield.....	C. W. Dennison.....	100 00	96	June 13. ....	Westfield, N. Y. ....	Failed to arrive .....	.....	96
1473	Homer to Borodino.....	B. D. Corwell & Co.....	320 00	51	June 18. ....	Borodino, N. Y. ....	Wet mail .....	50	

WEEK ENDING SATURDAY JULY 19, 1857.

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
9391	Tiffin to Sandusky.....	President Mud River and Lake Erie Railroad Co.	1,140 00	1 82	April and May, 30 tms.	Sandusky, Ohio .....	Failed to arrive .....		33 40

9391	.....do.....	1,140 00	1 88	.....do.....	Tyng, Ohio	.....do.....	36 40
13440	Dunleith to Cairo.....	45,400 00	38 37	June 14.....	Way office, south of	Failed to supply.....	10 00
13505	Elgin to White Water.....	9,893 00	4 62	Mar. and April, 6 tms.	Centralia, Ill.	Failed to arrive.....	37 73
13520	Havana to Delavan.....	920 00	.....	April 1 to June 30.....	Elgin, Ill.	Failed to perform service.....	57 50
13520	.....do.....	920 00	.....	Suspend pay, July 15,	On route.....	.....	.....
7199	Jasper to Elyton.....	198 00	1 91	1857.	.....	.....	.....
7249	Rienzi to Hamburg.....	385 00	1 85	Suspend pay, July 15,	.....	.....	.....
				1857, for repeated	.....	.....	.....
				failures.	.....	.....	.....
				Suspend pay, and re-	.....	.....	.....
				fer to contract of-	.....	.....	.....
				fice, July 7, 1857.	.....	.....	.....
				Postmaster at Rien-	.....	.....	.....
				zi reports service	.....	.....	.....
				abandoned.	.....	.....	.....
4816	Fredericksburg to Tappanhook	545 00	1 74	June, 10 times.....	Tappanhook, Va.....	Failed to arrive in time.....	2 50
4816	.....do.....	545 00	1 74	June 10.....	do.....	do.....	.....
4816	.....do.....	545 00	1 74	May 30.....	Fredericksburg, Va.....	Failed to connect.....	40
4898	Keyaville to Boydton.....	549 00	1 76	May and June, 14 tms.	do.....	Failed to arrive in time.....	3 55
4923	Lewisburg to Huntersville.....	291 00	1 41	April 14, May 14.....	Keyaville, Va.....	do.....	.....
4935	Kanawha C. H. to Wayne C. H.	319 00	3 35	May, 4 times.....	Huntersville, Va.....	do.....	.....
4938	Guyandotte to Louisa.....	130 00	1 25	April 2.....	Kanawha C. H., Va.....	Failed to connect.....	1 00
4948	Richmond to Norfolk.....	4,000 00	6 41	May 4.....	Louisa, Va.....	Failed to arrive.....	1 25
4948	.....do.....	4,000 00	6 41	May and June, 17 tms	Richmond, Va.....	do.....	.....
4856	Petersburg to Suffolk.....	1,348 00	4 48	June 2.....	Norfolk, Va.....	Failed to connect.....	108 97
4975	Norfolk to Old Point Comfort.....	1,400 00	4 48	May and June, 16 tms.	Suffolk, Va.....	Failed to arrive.....	115 38
4975	.....do.....	1,348 00	2 00	May 13.....	Old Point Comfort, Va.....	do.....	.....
4979	Norfolk to Eastville.....	3,300 00	10 57	do.....	Norfolk, Va.....	do.....	.....
5003	Winchester to Staunton.....	1,829 00	9 81	do.....	do.....	do.....	.....
5062	North Mountain to Mercersburg.....	1,682 00	9 81	May 18.....	Eastville, Va.....	Failed to connect.....	60
5063	Felerman to Parkersburg.....	9,640 32	8 46	May, June, 34 times.....	Winchester, Va.....	do.....	.....
5059	.....do.....	9,640 32	8 46	June 19.....	Staunton, Va.....	Failed to arrive.....	1 87
5059	.....do.....	9,640 32	8 46	May 31, 30.....	Mercersburg, Va.....	do.....	.....
5059	.....do.....	9,640 32	8 46	April 18.....	Clarksburg, Va.....	Failed to connect.....	16 92
5059	.....do.....	9,640 32	8 46	May 9.....	Parkersburg, Va.....	Failed to connect.....	9 52
5076	Morgantown to Burton.....	1,759 68	9 88	April 2.....	.....do.....	Failed to arrive.....	25 38
			1 58	May 4, 5.....	Miracle, Va.....	Failed to supply.....	50
5101	Abingdon to Lebanon.....	500 00	1 60	April 18.....	Lebanon, Va.....	Went mail.....	1 00
5205	Love's Mills to Milton.....	97 00	93	May 8, 15.....	Hilton, Va.....	Failed to arrive.....	1 86
5205	.....do.....	97 00	93	May 7, 14.....	Love's Mills, Va.....	do.....	.....
5216	Petersburg to Franklin Depot.....	650 00	3 19	April, May, June, 13	Franklin Depot, Va.....	Failed to arrive in time.....	13 00
				times.....	.....	.....	.....
5249	Danville to News Ferry.....	350 00	1 68	April 17.....	Danville, Va.....	Failed to connect.....	49
5249	Salisbury to Fayetteville.....	4,400 00	6 03	May 22.....	Fayetteville, N. C.....	do.....	.....
5271	Salisbury to Asheville.....	764 73	9 45	April 16.....	Salisbury, N. C.....	Failed to arrive.....	9 45
5271	Salen to Martinsville.....	949 00	9 39	June 20.....	Salem, N. C.....	do.....	.....
5271	.....do.....	949 00	9 39	April 30, June 18.....	Martinsville, N. C.....	do.....	.....
5271	Ivy to Walnut Creek.....	45 89	44	April 18, June 6.....	Walnut Creek, N. C.....	do.....	.....

## FINES AND DEDUCTIONS

*Fines imposed upon contractors and deductions made from their pay—Continued.*

No.	Terraini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
5839	Murphy to Blairville.....	Stephen Rhea.....	\$69 00	\$0 95	June 16.....	Blairville, N. C.....	Failed to arrive.....	.....	\$0 95
5839	.....do.....	.....do.....	99 00	95	.....	Murphy, N. C.....	.....do.....	.....	95
5839	.....do.....	.....do.....	99 00	95	June 23, 30.....	Blairville, N. C.....	Failed to connect.....	\$0 40	.....
4882	Christiansburg to Snowville.....	Dorethal & Aker.....	940 00	2 50	May 27.....	Snowville, Va.....	Failed to arrive in time.....	1 00	.....
96	North Anson to Strong.....	R. P. Judkins.....	925 00	73	April 1 to June 30...	Strong to New Port- land, Me.....	Inferior service.....	.....	4 50
255	Paper Mill Village to Newport.....	J. A. Cressett.....	160 00	51	.....do.....	On route.....	.....do.....	.....	8 00
419	Burlington to Vergennes.....	Col. Smith.....	370 00	1 78	June, 10 times.....	Vergennes, Vt.....	Failed to connect.....	.....	.....
491	North Crababury to Derby Line	W. W. Stone.....	490 00	78	April, May, June, 15 times.....	Iraaburg, Vt.....	Omitting to run one of the trips.....	3 00	23 55
491	.....do.....	.....do.....	490 00	78	June 22, 28.....	North Crababury, Vt.....	Failed to arrive.....	.....	1 56
492	Lynd-n Centre to Derby.....	Hiram Hill.....	945 00	1 45	April 1 to June 30...	On route.....	Inferior service.....	.....	10 20
951	Winchester to Lee.....	L. Skinner.....	906 00	96	June 19.....	Ola, Ct.....	Failed to arrive.....	.....	1 45
13014	Monroe to Ann Arbor.....	W. S. Maynard.....	299 00	96	April 4.....	York, Mich.....	Failed to supply.....	30	.....
13014	.....do.....	.....do.....	299 00	96	May, 3 times.....	Saline, Mich.....	.....do.....	60	.....
13043	Dexter to Mason.....	F. La Rue.....	374 00	1 19	June 8, 10.....	Danville, Mich.....	.....do.....	50	.....
13043	.....do.....	.....do.....	374 00	1 19	April, May, 4 times.....	Ingham, Mich.....	.....do.....	1 00	.....
13043	.....do.....	.....do.....	374 00	1 19	April, May, June, 14 times.....	Chester, Mich.....	.....do.....	4 90	.....
13054	Charlotte to Boston.....	Ion & Shepherd.....	192 46	1 85	.....	.....	.....	.....	.....
13059	Lansing to Byron.....	Humphrey & Hibbard.....	389 69	1 98	May, June, 5 times.....	Harwellville, Mich.....	.....do.....	1 23	.....
13071	Pontiac to Farmers' Creek.....	A. J. Boss.....	144 00	1 38	June 27.....	Pontiac, Mich.....	Failed to arrive in time.....	.....	.....
13080	Royal Oak to Lakeville.....	Ira S. Pearsall.....	134 00	42	May 9.....	Rochester, Mich.....	Failed to supply.....	15	.....
13080	.....do.....	.....do.....	134 00	42	May 15, 18.....	Troy, Mich.....	.....do.....	30	.....
13080	.....do.....	.....do.....	134 00	42	.....do.....	Royal Oak, Mich.....	Failed to arrive.....	84	.....
13101	Owassa to Lyons.....	A. J. Boss.....	294 00	2 82	May, 4 times.....	Lyons, Mich.....	.....do.....	.....	.....
13101	.....do.....	.....do.....	294 00	2 82	April 21, 28.....	Owassa, Mich.....	.....do.....	.....	.....
13101	.....do.....	.....do.....	294 00	2 82	May 27.....	Marshall, Mich.....	Failed to connect.....	1 90	.....
13106	Marshall to Cold Water.....	Henry, Seely & Fox.....	485 00	1 92	June, 6 times.....	Grand Haven, Mich.....	Failed to arrive.....	.....	.....
13126	Grand Rapids to Grand Haven.....	John Hannah.....	300 00	77	June 23.....	White Hall, N. Y.....	Failed to arrive and depart.....	1 92	.....
1110	Whitehall to Plattsburg.....	President Champlain Transportation Co.....	4,800 00	3 84	May, June, 14 times.....	.....	.....	30 83	.....
1153	Adams to Copenhagen.....	John Looker.....	410 00	65	June 30.....	Copenhagen, N. Y.....	.....do.....	.....	65
1179	Cumjoharie to Sharon Centre.....	W. Hull.....	81 23	13	June 16, 22.....	Sharon Centre, N. Y.....	.....do.....	.....	36
1197	Hamilton to Fletcher.....	J. V. F. Gardner.....	1,027 00	1 64	6 months ending June 30, 1887.....	On route.....	Inferior service.....	.....	90 00
1309	Buffalo to Ellicottville.....	John McNair.....	600 00	80	April, May, June, 43 times.....	Springville, N. Y.....	Failed to arrive in time.....	4 90	.....
1300	Dunkirk to Warren.....	Porter Pemberton.....	474 00	75	June, 24 times.....	Dunkirk, N. Y.....	Failed to connect.....	4 80	.....
1324	Erie to Little Valley.....	And. R. Smith.....	630 00	1 04	April, May, June, 41 times.....	Little Valley, N. Y.....	.....do.....	8 90	.....
1301	Susquehanna Depot to Oneonta.....	H. S. Jarvis.....	292 50	93	April, 3 times.....	Susquehanna Depot, N. Y.....	Failed to arrive.....	.....	9 79
1301	.....do.....	.....do.....	292 50	93	April, June, 7 times.....	South Bainbridge, N. Y.....	Failed to connect.....	1 40	.....
1301	.....do.....	.....do.....	292 50	93	April 1, May 24.....	.....do.....	Failed to arrive in time.....	1 50	.....

1391	.....do.....	93	April 3	.....do.....	93	.....do.....	93
1391	.....do.....	93	Quarter ending June 30, 1857.	Susquehanna Depot, N. Y.	93	Inferior service.....	19 00
1392	Deposit to Oxford.....	38	June 11.....	South Bainbridge, N. Y.	50	Wet mail.....	.....
6837	Tampa to Manatee.....	1 44	June 25, 55.....	Tampa and Manatee, Fla.	.....	Failed to arrive.....	9 88
6837	.....do.....	1 44	Suspend pay and refer to contract office, July 18, 1857.	.....	.....	.....	.....

## WEEK ENDING SATURDAY, JULY 25, 1857.

6827	Tampa to Manatee.....	1 44	Remove suspension of pay, July 20, 1857.	Ashford, Conn.	.....	Total failures.....	9 56
9114	Bolton Depot to Ashford.....	100 00	June times.....	Ellington, N. C.	.....	Failed to arrive.....	9 87
5830	Murphy to Ellijay.....	9 87	June 26.....	Murphy, N. C.	.....	.....	9 87
5830	do.....	9 87	June 27.....	New York, S. C.	.....	.....	7 80
3236	Charleston to New York (old).....	9 40	April 4, 91, 95.....	Charleston, S. C.	.....	.....	9 60
3236	do.....	9 40	May 4, 4 times.....	New York, S. C.	.....	.....	9 60
3236	do.....	9 40	June 4 times.....	Charleston, S. C.	.....	.....	9 60
3236	do.....	9 40	do.....	Columbia, S. C.	.....	.....	9 60
6004	Columbia to Oak's Ferry.....	1 60	June 26.....	Prosperity, S. C.	.....	.....	1 60
6032	Lexington C. H. to Prosperity.....	9 00	June 19.....	do.....	.....	.....	9 00
6032	do.....	9 00	May 8.....	Lexington and Williams's Mills, S. O.	.....	.....	9 00
6032	Lexington C. H. to Williamson's Mills.....	1 42	April 17, 18.....	Charleston, S. C.	.....	.....	9 84
6043	Charleston to Georgetown.....	3 800 00	June 19.....	do.....	.....	.....	6 10
6043	do.....	3 800 00	June 25, 28.....	do.....	.....	Failed to arrive in time.....	.....
6043	do.....	3 800 00	April 23.....	do.....	.....	.....	6 10
6043	do.....	3 800 00	May 5, 29.....	Conwayboro, S. C.	.....	.....	19 80
6073	do.....	3 800 00	May 5, 29.....	Yorkville, S. C.	.....	.....	1 50
8189	Conwayboro' to Fair Bluff.....	3 15	June 3.....	do.....	.....	.....	3 40
6089	Yorkville to Cross Anchor.....	700 00	April 22.....	Gross Anchor, S. C.	.....	.....	3 40
6089	do.....	700 00	April 21.....	do.....	.....	.....	3 40
6089	do.....	700 00	May 4 times.....	Yorkville, S. C.	.....	.....	3 40
6089	do.....	700 00	May 3 times.....	Camden, S. C.	.....	.....	3 40
6089	do.....	700 00	April 21.....	do.....	.....	.....	10 30
6089	do.....	700 00	May 19.....	Camden, S. C.	.....	.....	4 75
6090	do.....	900 00	May 19.....	Camden, S. C.	.....	.....	4 75
6090	do.....	900 00	May 5.....	Harrisburg, S. C.	.....	.....	95
6123	Millry to New Market.....	1,448 00	May 5.....	Ashville, S. C.	.....	Failed to connect.....	.....
6140	Greenville C. H. to Ashville.....	4 64	May 50.....	Americus, Ga.	.....	Failed to arrive.....	6 26
6304	Port Valley to Americus.....	4,575 00	January 3.....	Albany, Ga.	.....	Failed to arrive in time.....	5 00
6305	Albany to Thomawville.....	6,119 00	June 7.....	.....	.....	.....	.....
6305	Americus to Tallahassee.....	6,685 00	Remit deduction of \$15, July 21, 1857; deduction on route charged on route No. 6304.—(See Appendix.)	.....	.....	.....	.....



## FINES AND DEDUCTIONS.

Fines imposed on contractors and deductions made from their pay—Continued.

No.	Termini.	Contractors.	Pay.	Half trip	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
6331	Toombsboro' to Laurens Hill....	Aaron R. Chandler	\$300 00	\$2 40	June, 4 times.....	Toombsboro', Ga.....	Failed to arrive in time.....	\$2 40	.....
6332	Griffin to La Grange	Richard F. M. Maun	1,250 00	4 00	April 13 to 30, 15 days.....	On route, Ga.....	Interior service.....	12 00	\$12 54
6333	do	do	1,250 00	4 00	April, 6 times.....	Griffin, Ga.....	Left portion of mail.....	1 00	4 00
6334	do	do	1,250 00	4 00	May 6.....	La Grange, Ga.....	Failed to arrive in time.....	1 00	20 53
6335	do	do	1,250 00	4 00	May 18.....	do.....	Interior service.....	8 00	90 53
6336	do	do	1,250 00	4 00	May 19.....	On route, Ga.....	Failed to arrive.....	1 00	90 53
6337	do	do	1,250 00	4 00	May 16.....	Griffin, Ga.....	Failed to arrive in time.....	1 00	90 53
6338	do	do	1,250 00	4 00	June.....	On route, Ga.....	Interior service.....	16 00	4 00
6339	do	do	1,250 00	4 00	June, 4 times.....	La Grange to Griffin, Ga.....	Failed to arrive.....	.....	9 50
6340	Griffin to Greenville	do	634 00	2 00	May 5, 9.....	Greenville, Ga.....	Failed to take all the mail.....	2 00	2 00
6341	do	do	634 00	2 00	April, 5 times.....	Griffin, Ga.....	Failed to connect.....	50	2 00
6342	do	do	634 00	2 00	May 11.....	do.....	Failed to arrive.....	.....	2 00
6343	do	do	634 00	2 00	May 4.....	do.....	Failed to connect.....	.....	2 00
6344	do	do	634 00	2 00	June 27.....	Greenville, Ga.....	Failed to arrive.....	.....	2 00
6345	do	do	634 00	2 00	June 29.....	Griffin, Ga.....	Failed to arrive.....	.....	2 00
6346	Griffin to Willow Dell.....	W. Morgan	90 00	1 00	May 4.....	do.....	Failed to arrive.....	1 00	1 00
6347	Alapaha to Jasper	John Trink	300 00	2 90	June 19.....	Jasper, Ga.....	Failed to arrive.....	8 40	9 90
6348	Thomasville to Troupville.....	Turna Conolly	873 00	1 60	May 19, 23.....	Troupville, Ga.....	Failed to arrive.....	1 60	1 60
6349	Americus to Outhbert.....	W. M. Brady	500 00	1 60	April 27.....	Outhbert, Ga.....	Failed to arrive.....	1 60	1 60
6350	do	do	500 00	1 60	May 18.....	do.....	Failed to connect.....	1 00	5 70
6351	Eaton to Monticello.....	E. F. White	999 00	2 85	April, 3 times.....	Monticello, Ga.....	Failed to arrive.....	1 25	1 30
6352	Covington to Forsyth.....	John Hutchings	580 00	5 77	May 4, 7.....	Covington, Ga.....	Failed to arrive in time.....	1 30	2 76
6353	Lexington to Anderson C. H.....	Charles C. Langston	1,900 00	5 25	May 29.....	Anderson, C. H., Ga.....	Failed to connect.....	3 85	4 10
6354	Morgantown to Cassville.....	Henry H. Walker	1,094 00	5 95	May 9.....	Morgantown, Ga.....	Failed to arrive.....	90	7 60
6355	Resaca to Frick's Gap.....	Charles F. Bruchner	268 00	2 76	May 16.....	Frick's Gap, Ga.....	Failed to arrive.....	50	1 52
6356	Ringgold to Ladyette.....	A. A. Simmons	275 00	1 32	May 18.....	Ringgold, Ga.....	Failed to arrive.....	4 10	1 32
6357	Chattanooga to Cedar Grove.....	Nimrod Jackson	160 00	1 52	June 12.....	Cedar Grove, Ga.....	Failed to connect.....	3 85	3 85
6358	Rome to Centre.....	Thomas Harvey	945 00	2 35	May 8.....	Centre, Ga.....	Failed to connect.....	90	4 10
6359	Lagrange to Woodowee.....	Usary & Pousa	434 96	4 10	May 15.....	La Grange, Ga.....	Failed to arrive.....	3 85	3 85
6360	Thomasville to Bainbridge.....	J. B. McEwen	400 00	3 85	April 23.....	Thomasville, Ga.....	Failed to arrive.....	.....	3 85
6361	do	do	400 00	3 85	June 4.....	do.....	Failed to arrive.....	90	7 60
6362	Blakely to Bainbridge.....	Abm. H. McLeus	800 00	3 84	May 1.....	Bainbridge, Ga.....	Failed to arrive in time.....	3 85	3 85
6363	do	do	800 00	3 84	May 5, 8.....	do.....	Failed to arrive.....	.....	3 85
6364	do	do	800 00	3 84	April 34.....	do.....	Failed to arrive.....	.....	3 85
6365	Orange Springs to Wacahoota.....	John W. Paison	500 00	3 90	June 2.....	Wacahoota, Fla.....	Failed to arrive.....	3 90	3 90
6366	Bainbridge to Apalachicola.....	George Brecknan	8,750 00	28 71	April, 15 times.....	Bainbridge and Chattahoochee, Fla.....	Interior service.....	30 60	30 60
6367	do	do	8,750 00	28 71	June, 9 times.....	do.....	do.....	18 40	18 40
6368	do	do	8,750 00	28 71	May, 9 times.....	do.....	do.....	48 94	48 94
6369	Jacksonville to Alligator.....	P. A. Stockton	5,500 00	14 35	May 19.....	Jacksonville, Fla.....	Failed to connect.....	3 80	3 80
6370	Little Rock to Napoleon.....	Hanger & Danley	20,000 00	64 10	April, 3 times.....	Napoleon, Ark.....	Failed to arrive in time.....	48 00	48 00

[illegible]



7851	.....do.....	45,000 00	43 80	April, May, 6 times.....	Indiana from Gal-	.....do.....	30 00	.....
7852	New Orleans to Brazos Santiago.	15,000 00	319 50	Jan., Feb., March, 6 times.	veston, Texas.	.....do.....	300 00	.....
5117	Huntersville to Hutonsville.	194 00	1 86	June 8.....	Huntersville, Va.....	Failed to arrive	1 86	.....
5118	Mill Gap to Huntersville.	80 00	85	June 26.....	do.....	Failed to perform service	16 00	.....
13358	Mount Pulaski to Santa Ana.	955 00	9 46	April 1 to June 30.....	Pulaski & Tunbridge, Ill.	Failed to perform service	.....	.....
13361	Bunker Hill to Lebanon.	998 00	9 86	March, 4 times.....	Bunker Hill, Ill.....	Failed to arrive	11 44	.....
13370	Cinton to Lyttlesville.	900 00	1 93	May 11.....	Lyttlesville, Ill.....	Failed to take the mail	1 92	.....
13382	Mount Carmel to Fairfield.	485 00	1 38	June 8.....	Mount Carmel, Ill.....	Failed to arrive	1 38	.....
13393	Raleigh to Elizabethtown.	189 00	1 63	June 26.....	Elizabethtown, Ill.....	Failed to arrive and depart	3 24	.....
13396	Shawneetown to Cape Girardeau.	749 50	1 30	March & April, 6 times	Cape Girardeau, Ill.....	Failed to arrive in time	1 50	.....
13398	.....do.....	749 50	1 30	April 6, 9.....	do.....	Failed to arrive	9 40	.....
13399	.....do.....	1,825 25	4 56	April, May, 6 times.....	Shawneetown, Ill.....	.....do.....	97 36	.....
13407	Shawneetown to Belleville.	2,000 00	8 97	May 9.....	Belleville, Ill.....	.....do.....	8 97	.....
13408	Shawneetown to Mount Vernon.	2,760 00	4 43	April 1 to June 30.....	On route, Ill.....	Inferior service	92 00	.....
13410	.....do.....	2,760 00	4 43	May 1 to June 30.....	do.....	.....do.....	92 00	.....
13427	Equality to Marion.	280 00	1 16	May 26.....	Equality, Ill.....	Failed to arrive	9 16	.....
13537	Sparta to Murphysboro.	900 00	1 92	June 5.....	Murphysboro, Ill.....	.....do.....	1 92	.....
13531	Belleville to Sparta.	419 26	1 96	May, 4 times.....	Marion, Ill.....	Failed to supply	1 90	.....
13534	Carlyle to Mount Vernon.	330 00	3 36	May 6, 20.....	Mount Vernon, Ill.....	Failed to arrive	6 72	.....
13536	Carlyle to Hillsboro.	900 00	1 92	May 23, June 19.....	Hillsboro, Ill.....	.....do.....	3 84	.....
13538	Alton to Carlyle.	610 15	1 30	May 4.....	Edwardsville, Ill.....	Wet mail	1 50	.....
13541	Hillsboro to Woodburn.	341 46	1 64	Jan. 1 to March 31.....	Hillsboro & Walah-ville, Ill.	Failed to perform service	.....	.....
13543	Jeresville to Franklin.	365 00	3 50	April 7.....	Franklin, Ill.....	Failed to arrive	3 50	.....
13556	Jacksonville to Carlinville.	550 00	9 64	April, May, June, 3 times.	Carlinville, Ill.....	.....do.....	7 82	.....
13568	Camp Point to Naples.	1,812 31	5 80	May 31.....	Camp Point, Ill.....	Wet mail	3 00	.....
13569	.....do.....	1,812 31	5 80	June 23.....	Naples, Ill.....	Failed to arrive	5 80	.....
13571	Quincy to Pleasant Vale.	1,612 31	5 60	May 20.....	Camp Point, Ill.....	.....do.....	90	.....
13572	Quincy to Keokuk.	655 00	3 15	April, 3 times.....	Richfield, Ill.....	Failed to supply	.....	.....
13577	Carthage to Hannibal.	789 00	9 56	June 19.....	Quincy, Ill.....	Failed to arrive	2 56	.....
13581	Waraw to Augusta.	360 00	1 67	April 17.....	Carthage, Ill.....	.....do.....	1 67	.....
13586	Macomb to Lewisport.	180 79	1 69	June 5.....	Waraw, Ill.....	.....do.....	1 69	.....
13586	.....do.....	180 79	1 73	May 31.....	Macomb, Ill.....	Failed to depart	3 46	.....
13587	Lewistown to St. Augustine.	180 00	1 82	June 4.....	do.....	.....do.....	3 46	.....
13588	Farmington to Burlington.	360 00	3 65	June 30.....	Lewistown, Ill.....	Failed to take the mail	1 83	.....
13589	Farmington to Monmouth.	291 00	2 79	May 23.....	Burlington, Ill.....	.....do.....	3 65	.....
13590	.....do.....	291 00	2 79	June 1 to 30.....	Abington and Mon-mouth, Ill.	Failed to perform service	9 50	.....
13599	Galesburg to Colona Station.	991 00	9 79	April, May, 8 times.....	Farmington, Ill.....	Failed to take the mail	44 64	.....
13403	.....do.....	363 58	3 76	April 31.....	Centre Point, Ill.....	Failed to supply	75	.....
13416	Moline to Sterling.	363 58	3 76	March 26, April 9.....	Colona Station, Ill.....	Failed to arrive	7 56	.....
13437	Waukegan to Richmond.	2,627 00	6 41	June 23.....	Sterling, Ill.....	.....do.....	8 41	.....
13455	Lyons to Downer's Grove.	168 50	1 61	June 15.....	Richmond, Ill.....	.....do.....	1 61	.....
13462	West Wheeling to Belvaux.	65 00	8 63	April 11.....	Lyons, Ill.....	Failed to depart	1 94	.....
13476	St. Charles to Sycamore.	1,070 00	3 43	June 27, 29.....	West Wheeling, Ill.....	Failed to arrive	6 84	.....
13476	.....do.....	1,070 00	1 60	May, 3 times.....	Sycamore, Ill.....	.....do.....	5 40	.....

\* From New Orleans to Galveston.

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminals.	Contractors.	Pay.	Half rip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
13476	St. Charles to Sycamore.....	W. P. Burroughs.....	\$187 50	\$1 89	June 30.....	St. Charles, Ill.....	Failed to arrive.....	.....	\$1 80
13487	Dixon to Beloit.....	Wm. Moore.....	943 32	3 02	April 9 times.....	Dixon, Ill.....	.....do.....	.....	57 18
13497	Earlville to Kilbuck.....	Peter Bumer.....	697 49	2 23	April 15.....	Kilbuck, Ill.....	.....do.....	.....	2 33
13504	Wilmington to Mazon.....	Henry Hudson.....	81 52	78	June 17.....	Mazon, Ill.....	.....do.....	.....	78
13537	Rock Island to Galena.....	J. R. Jones.....	.....	35 00	April 23.....	Hampton, Ill.....	Failed to supply.....	\$2 00	.....
13537	.....do.....	.....do.....	.....	35 00	June 16, 18.....	.....do.....	.....do.....	.....	4 00
13537	.....do.....	.....do.....	.....	35 00	April 26.....	Washington and Mor-	Failed to take the mail.....	9 00	.....
13539	Washington to Havana.....	J. A. Williams.....	600 00	5 76	Oct. 1 to July 15, 1857.	ton, Ill.....	Failed to perform service.....	.....	61 57
13560	.....do.....	.....do.....	600 00	5 76	May 22.....	Spring Lake, Ill.....	Failed to supply.....	50	.....
13560	.....do.....	.....do.....	600 00	5 76	June 19, 36.....	Havana, Ill.....	Failed to arrive in time.....	3 00	.....
135	Buckfield to Canton Mills.....	Gideon Ellis, Jr.....	188 10	63	Qr. ending June 30.....	On route, Me.....	Interior service.....	.....	9 90

SUPPLEMENTARY TO WEEK ENDING SATURDAY, JULY 25, 1857.

8203	Louisville to Bardstown.....	Carter & Thomas.....	3,750 00	.....	1854, '1855, and 1856, 3 years.....	Bardstown and Glasgow, Ky.....	Failed to perform additional service.....	.....	3,154 00
8304	Louisville to Bowling Green.....	.....do.....	7,500 00	10 97	June, July, 4 times.....	Bowling Green, Ky.....	Failed to connect.....	10 00	.....
8316	Lexington to Covington.....	Irvine & Hawkins.....	2,400 00	3 20	April 5.....	William Boeding, Ky.....	Wet mail.....	9 00	.....
8318	Lexington to Owensville.....	.....do.....	568 00	1 65	April 17.....	Mount Boeding, Ky.....	.....do.....	1 50	.....
8357	Grayson C. H. to Hazle Green.....	John Walsh.....	524 00	9 15	June 9.....	Pikeston, Ky.....	Failed to arrive.....	.....	2 15
8363	Calletsburg to Pikeston.....	J. H. Ford.....	500 00	4 56	May 21.....	Pikeston, Ky.....	.....do.....	.....	1 54
8365	West Liberty to Palatka.....	Stephen M. Farrah.....	900 00	1 92	May 25.....	Palatka, Ky.....	.....do.....	.....	3 12
8368	Pikeston to Osborn Ford.....	John W. Roberson.....	325 00	3 13	April 31.....	Pikeston, Ky.....	.....do.....	.....	3 12
8368	.....do.....	H. D. Ashon.....	325 00	3 13	April 28.....	Pikeston, Ky.....	.....do.....	.....	3 12
8370	Pikeston to Richmond.....	.....do.....	273 00	2 62	April 29.....	Mancheston, Ky.....	.....do.....	.....	3 24
8372	Hazard to Manchester.....	Thomas Roberts.....	174 00	1 67	April, May, June, 4 times.....	Mancheston, Ky.....	.....do.....	.....	6 63
8377	London to Manchester.....	Wm. Henson.....	147 00	95	April 4 times.....	.....do.....	Failed to arrive in time.....	80	.....
8381	Bonsville to Hazle Green.....	J. C. Moreby.....	197 00	1 41	April, May 3 times.....	Bonsville, Ky.....	Failed to arrive.....	4 23	.....
8386	Somerset to Liberty.....	R. J. Leister.....	120 00	1 30	April 30, 37.....	London, Ky.....	.....do.....	9 40	.....
8390	Somerset to Whitley C. H.....	.....do.....	149 00	1 43	June 10, 17.....	Liberty, Ky.....	.....do.....	2 85	.....
8402	Somerset to Whitley C. H.....	Cook & King.....	235 00	2 06	March, April, May, June, 15 times.....	Somerset.....	Failed to arrive and depart.....	61 80	.....
8390	Glasgow to Hardinsburg.....	Bedford Gardner.....	885 00	3 88	June 3 times.....	Hardinsburg, Ky.....	Failed to arrive.....	8 64	.....
8390	.....do.....	.....do.....	885 00	3 88	June 28.....	Glasgow, Ky.....	.....do.....	9 88	.....
8325	Bowling Green to Hopkinsville.....	N. E. Grey.....	4,440 00	7 11	May 11, June 9.....	Hopkinsville, Ky.....	Failed to connect.....	3 00	.....
8326	Kennelsville to Clarksville.....	Thomas H. Harrison.....	1,100 00	1 90	June 11 times.....	Clarksville, Ky.....	Failed to arrive in time.....	4 40	.....
8328	.....do.....	.....do.....	1,100 00	1 90	April 9.....	Russellville, Ky.....	.....do.....	1 90	.....
8331	Russellville to Hartford.....	James G. Coleman.....	250 00	9 40	April 4.....	Hartford, Ky.....	Failed to arrive.....	60	.....
8317	Springfield to Hopkinsville.....	M. C. Hockersmith.....	440 00	9 11	May 16, 22.....	Springfield, Ky.....	Failed to arrive in time.....	4 28	.....
8318	Hopkinsville to Kumsay.....	John Ellis.....	244 00	9 35	May 8, 22.....	Hopkinsville, Ky.....	Failed to arrive.....	4 70	.....
8354	Pineclinton to Madisonville.....	T. H. Skinner.....	174 00	1 67	May 4.....	Madisonville, Ky.....	.....do.....	1 67	.....

8354	.....do.....do	174 00	1 67	May 12.....	Princeton, Ky.....do	.....	1 97
8355	Jefferson City to Warsaw	2,998 00	6 38	April 1.....	Jefferson City, Mo.....do	.....	6 38
8356	Union to Travellers' Repose	45 00	.....	March 15, 1856, to July 1, 1857.	On route, Mo.....	Failed to perform service	58 13
8357	.....do.....do	45 00	.....	Contract relief; there-fore remove suspen-sion of pay, July, 24, 1857.	.....	.....	.....
8358	Pinckney to Danville	190 00	1 90	June 24.....	Danville, Mo.....	Failed to arrive.	1 90
8359	Boonville to Rockport	928 00	1 49	April 11, May 15.....	Boonville, Mo.....do	.....	.....
8360	Jefferson City to Glasgow	6,077 00	9 74	April 3 times.....	Jefferson City, Mo.....do	.....	9 74
8361	.....do.....do	6,077 00	9 74	April, 3 times.....	Glasgow, Mo.....do	.....	9 74
8362	Fulton to Paris	711 80	.....	April 5 to June 30, 1857.	On route, Mo.....	Failed to perform service.	168 08
8363	Mexico to New London	909 00	2 01	April 31.....	New London, Mo.....do	Failed to arrive.	2 01
8364	La Grange to Trenton	633 00	6 08	May 30.....	Trenton, Mo.....do	.....	6 08
8365	Alexandria to Farmington	154 00	1 45	January, February, March, 11 times.	Farmington, Mo.....do	.....	15 95
8366	.....do.....do	154 00	1 45	Feb., March, 7 times.	Alexandria, Mo.....do	.....	10 15
8367	.....do.....do	154 00	1 45	Quarter ending June 30, 1857.	On route, Mo.....do	Failed to perform service	38 50
8368	Lancaster to Princeton	700 00	3 36	April 11.....	Lancaster, Mo.....do	Failed to arrive.	3 36
8369	Kirksville to Lancaster	319 00	1 00	May 23.....	.....do.....do	.....	1 00
8370	Huntsville to Madison	508 00	1 96	April 18.....	Huntsville, Mo.....do	.....	1 96
8371	Miami to Marshall	113 00	1 08	May, June, 8 times.	Marshall, Mo.....do	Failed to arrive and depart.	13 96
8372	Glasgow to Marshall	338 00	3 83	June 5, 30.....	.....do.....do	Failed to arrive.	6 50
8373	Brunswick to Chillicothe	600 00	2 88	March 1 to April 10.....	On route, Mo.....do	Inferior service.	22 21
8374	Milan to Princeton	169 80	1 60	May 30.....	Milan, Mo.....do	Failed to arrive.	1 60
8375	Princeton to Chillicothe	618 00	.....	Contractor abandon-ed service; suspend pay and refer to con-tract office, July 24, 1857.	.....	.....	.....
8376	.....do.....do	618 00	.....	.....	.....	.....	.....
8377	St. Joseph to Council Bluffs	4,453 00	13 30	April 18, 23.....	St. Joseph, Mo.....	Left paper mail	10 00
8378	.....do.....do	4,453 00	13 30	June 30.....	Oregon, Mo.....do	.....	.....
8379	.....do.....do	4,453 00	13 30	April, 9 times.....	St. Joseph, Mo.....do	Failed to arrive in time.	13 30
8380	Miami to Brunswick	120 00	1 13	June, 3 times.....	Brunswick, Mo.....do	Failed to arrive.	3 45
8381	Versailles to Bolivar	367 50	3 23	May 29.....	Bolivar, Mo.....do	.....	3 23
8382	.....do.....do	367 50	3 23	May 27.....	Versailles, Mo.....do	.....	3 23
8383	Versailles to Georgetown	144 80	.....	Quarter ending June 30, 1857.	On route, Mo.....do	Failed to perform service.	38 22
8384	Georgetown to Clinton	719 00	2 30	April, May, June, 34 times.	Clinton, Mo.....do	Failed to arrive.	78 20
8385	.....do.....do	719 00	2 30	April, May, June, 24 times.	Georgetown, Mo.....do	.....	55 90
8386	Waraw to Springfield	4,998 00	7 99	April 3.....	Springfield, Mo.....do	.....	7 99
8387	Tuscumbia to Waynesville	168 40	.....	May, June.....	On route, Mo.....do	Failed to perform service.	28 08
8388	.....do.....do	168 40	.....	Suspend pay, and re-face, July 24, 1857.	.....	.....	.....
8389	Papensville to Greenfield	300 00	2 88	April, May, June, 8 times.	Greenfield, Mo.....do	Failed to arrive and depart.	46 08
8390	.....do.....do	300 00	2 88	May 6.....	Neosho, Mo.....do	Failed to arrive.	1 92
8391	Neosho to Mount Vernon	200 00	1 62	June 10.....	.....do.....do	Failed to arrive in time.	50

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
8963	Springfield to Rockbridge.....	Hardin & Bennett.....	\$371 00	\$3 56	May, 3 times.....	Rockbridge, Mo.....	Failed to arrive.....	.....	\$10 68
8963	do.....	do.....	371 00	3 56	do.....	Springfield, Mo.....	do.....	.....	10 68
8965	Springfield to Greenfield.....	do.....	173 00	1 66	May, June, 8 times.....	Greenfield, Mo.....	do.....	.....	13 98
8965	do.....	do.....	173 00	1 66	May, June, 7 times.....	Springfield, Mo.....	do.....	.....	11 69
8991	Waynesville to Springfield.....	do.....	419 00	3 96	May, June, 8 times.....	do.....	do.....	.....	63 36
8991	do.....	do.....	419 00	3 96	May, June, 8 times.....	do.....	do.....	.....	9 83
9006	Caledonia to Van Buren.....	Orrin Munger.....	595 00	5 83	April 5.....	Caledonia, Mo.....	Failed to arrive.....	.....	97 56
9007	Sulphur Springs to Jackson.....	Jac. Toiber.....	2,153 00	6 80	April, May, 4 times.....	Sulphur Springs, Mo.....	Failed to arrive.....	.....	15 00
9016	Fredericktown to Jackson.....	D. W. Shaver.....	1,940 00	5 39	April, 3 times.....	Jackson, Mo.....	Failed to arrive and depart.....	.....	4 78
9040	Georgetown to Marshall.....	Jesse M. Pemberton.....	3,490 00	5 56	May 12.....	Georgetown, Mo.....	Failed to arrive.....	.....	5 56
9202	Kokuk to Burlington.....	E. C. Alvord.....	3,490 00	5 56	April, May, June, 13 times.....	Kokuk, Iowa.....	Failed to arrive.....	.....	.....
9202	do.....	do.....	3,490 00	5 56	April, May, June, 13 times.....	Burlington, Iowa.....	Failed to arrive in time.....	\$19 52	.....
9308	Kossauqua to Fairfield.....	do.....	500 00	1 93	June 32.....	Kossauqua, Iowa.....	Failed to connect.....	30	3 04
9315	Fairfield to Sigourney.....	Jac. Shoemaker.....	316 00	1 53	April 3, 7.....	Fairfield, Iowa.....	Failed to arrive.....	.....	3 04
9315	do.....	do.....	316 00	1 53	April 4, 8.....	Sigourney, Iowa.....	do.....	.....	.....
9321	Mount Pleasant to Fairfield.....	E. J. Alvord.....	954 00	1 53	May, June, 30 times.....	Mt. Pleasant, Iowa.....	Failed to connect.....	8 00	.....
9323	Burlington to Muscatine.....	J. B. Swank.....	750 00	3 80	April 15.....	Burlington, Iowa.....	Failed to arrive.....	.....	3 80
9324	Linton to Iowa City.....	Henry Helverson.....	375 75	3 60	do.....	Linton, Iowa.....	Failed to arrive and depart.....	.....	7 90
9326	Tooleboro to New Boston.....	Stephen H. Plume.....	135 00	80	May 19, 26.....	New Boston, Iowa.....	Failed to connect.....	1 60	.....
9334	Iowa City to Fairfield.....	E. S. Alvord.....	2,000 00	4 80	April 1.....	Iowa City, Iowa.....	Failed to arrive.....	1 20	.....
9339	Muscatine to Okauchosa.....	do.....	1,300 00	6 35	April 7.....	Muscatine, Iowa.....	Failed to arrive in time.....	1 50	.....
9340	Muscatine to Davenport.....	do.....	600 00	2 88	June 1, 8.....	do.....	Failed to arrive.....	.....	5 76
9347	Tipton to Fulton.....	H. C. Pierce.....	519 00	2 88	Quarter ending June 30, 1857.....	On route, Iowa.....	Failed to perform service.....	.....	159 00
9347	do.....	do.....	519 00	2 88	Suspend pay, July 94, 1857.....	do.....	do.....	.....	.....
9360	Dubuque to Davenport.....	Millard & Byington.....	1,587 00	5 08	June, 5 times.....	Dubuque, Iowa.....	Failed to arrive in time.....	5 00	.....
9360	do.....	do.....	1,587 00	5 08	April, June, 5 times.....	do.....	Failed to arrive.....	.....	30 48
9363	Delhi to Garnaville.....	Geo. W. Garrettson.....	319 00	2 10	April 28.....	Garnaville, Iowa.....	do.....	.....	9 10
9363	do.....	do.....	319 00	2 10	April 29.....	West Union, Iowa.....	do.....	.....	9 00
9366	Quasqueton to Vinton.....	M. O. Walker.....	940 00	3 00	April 3, 3 times.....	Vinton, Iowa.....	do.....	.....	2 50
9396	Knoxville to Fort Des Moines.....	Edmund Jones.....	135 09	1 83	April 1, May 13.....	Knoxville, Iowa.....	Failed to arrive and depart.....	.....	7 48
9404	Okauchosa to Fort Des Moines.....	E. S. Alvord.....	190 00	1 83	April 29, June 10.....	do.....	do.....	.....	.....
9406	Quasqueton to Fort Des Moines.....	E. S. Alvord.....	3,000 00	4 40	May, June, 5 times.....	Red Rock, Iowa.....	Failed to supply.....	2 50	.....
9406	do.....	do.....	464 00	4 40	April 3.....	do.....	Failed to arrive.....	.....	4 46
9436	Alton to Adella.....	Edwin Curtis.....	561 00	5 39	April, May, June, 11 times.....	Adella, Iowa.....	do.....	.....	59 59
9436	do.....	do.....	561 00	5 39	do.....	do.....	do.....	.....	59 59
9439	Afton to Transiuton.....	W. M. Lock.....	664 60	6 36	April 1, 8.....	Afton, Iowa.....	do.....	.....	19 76
9450	Council Bluffs to Sioux City.....	E. S. Alvord.....	1,900 00	6 34	April, 11 times.....	Council Bluffs, Iowa.....	Failed to arrive in time.....	16 50	.....
9451	Chytion to Lancaster.....	W. Sheldon.....	350 00	2 40	June 4.....	Lancaster, Iowa.....	Failed to arrive.....	.....	2 40
9468	Fort Dodge to Sioux City.....	E. S. Alvord.....	1,500 00	14 43	Quarter ending March 31, 1857.....	On route, Iowa.....	Failed to perform service.....	.....	375 00
9468	do.....	do.....	1,500 00	14 43	Quarter ending June 30, 1857.....	do.....	do.....	.....	375 00
9488	Independence to Austin.....	Beymour Ayers.....	945 00	9 08	June.....	do.....	do.....	.....	78 75

9504	Quincy to Greenfield.....	Benj. Tillery.....	954 00	9 44	April, May, June, 11 times.	Greenfield, Iowa.....	Failed to arrive.....	50 24
9504	.....do.....	.....do.....	954 00	9 44	April, May, June, 13 times.	Quincy, Iowa.....	.....do.....	31 73
9339	Marengo to Marietta.....	R. B. Groff.....	375 00	3 60	Service resumed; remove supervision of pay, July 25, 1887.	.....	.....	.....
9435	Marengo to Toledo.....	.....do.....	940 00	9 30	.....do.....	.....	.....	.....
9490	Fort Dodge to Council Bluffs.....	J. J. Maddox.....	1,781 00	17 23	Route re-advertised. Remove suspension of pay; contractor released, July 25, 1887.	Iowa.....	Failed to perform service.....	1,515 46
9490	.....do.....	.....do.....	1,781 00	17 23	.....	.....	.....	.....
1391	Sauquahanna Depot to Oneonta.....	H. S. Jarvis.....	298 50	83	Reopen. deduction of \$19 08. (See App.)	.....	.....	.....
3113	Hamilton to Easton.....	Jac. Ely.....	1,187 00	3 60	May 19, 4 times.....	Hamilton, Pa.....	Failed to arrive.....	3 80
3143	Wyalusing to Sugar Run.....	H. Knapp.....	640 50	9 08	May 19, 4 times.....	Sugar Run, Pa.....	.....do.....	8 32
3303	Tyrobe to New Washington.....	Jas. Webster.....	900 00	5 77	May 2, 3 times.....	Tyrobe, Pa.....	Wet mail.....	2 50
3387	Franklin to Warren.....	Hill & Webber.....	2,500 00	4 00	May 2, 3 times.....	Franklin and Warren, Pa.....	Failed to arrive and depart.....	24 00

## WEEK ENDING SATURDAY, AUGUST 1, 1887.

7009	Montgomery to Mobile.....	Powell & Ellsworth.....	60,000 00	88 19	Contractor abandoned service; susp'd pay, and refer to contract office, July 25, 1887.	.....	.....	.....
7020	Columbus to Fort Gaines.....	W. M. Lee.....	2,300 00	3 69	April 4, 36.....	Columbus, Ala.....	Failed to connect.....	1 80
7023	Columbus to Chunesengoe.....	A. Haygood.....	2,000 00	9 74	.....do.....	.....do.....	.....do.....	1 20
7023	.....do.....	.....do.....	2,000 00	9 74	May, June, 3 times.....	Hernando, Ala.....	Failed to supply.....	1 50
7023	.....do.....	.....do.....	2,000 00	9 74	April 13.....	Hardaway, Ala.....	.....do.....	30
7023	.....do.....	.....do.....	2,000 00	9 74	Jan'y, Feb'y, March, April, 18 times.	Chunesengoe, Ala.....	Failed to arrive.....	2 74
7023	.....do.....	.....do.....	992 00	4 77	.....	Hernando, Ala.....	Failed to supply.....	9 00
7036	Talladega to Loachapoka.....	W. F. Roberts.....	780 00	3 75	April, June, 3 times.....	Loachapoka, Ala.....	Failed to arrive.....	11 25
7036	.....do.....	.....do.....	780 00	3 75	April, June, 5 times.....	Talladega, Ala.....	.....do.....	18 75
7036	.....do.....	.....do.....	780 00	3 75	Dec. 16, Mar. 31.....	.....do.....	.....do.....	7 50
7036	.....do.....	.....do.....	780 00	3 75	Feb'y, March, April, June, 9 times.	Chandler, Ala.....	Failed to supply.....	4 50
7036	Talladega to Crowell.....	.....do.....	100 00	96	Suspend pay, and refer to contract office, July 27, 1887.	.....	.....	.....
7064	Huntsville to Whitesburg.....	J. H. Thomason.....	105 00	33	May 16.....	Huntsville, Ala.....	Failed to arrive.....	33
7074	Decatur to Jasper.....	Joel Burnum.....	375 00	3 61	April 16, June 25.....	Jasper, Ala.....	.....do.....	7 52
7092	Fayette to Blountville.....	D. M. Compton.....	189 00	1 82	April 21, June 30.....	.....do.....	.....do.....	3 64
7097	Fayette to Moscow.....	A. Horton.....	129 00	1 94	May 2.....	Moscow, Ala.....	.....do.....	1 94
7116	Scimita to Greenville.....	Jemison & Ficklin.....	587 00	2 83	April, June, 4 times.....	Greenville, Ala.....	.....do.....	11 28
7119	Chababa to Butler Springs.....	A. Ingram.....	780 00	3 75	May 26.....	Chababa, Ala.....	.....do.....	8 75
7136	Nanafalia to Paulding.....	Henry M. Round.....	660 00	6 34	May 27, June 17.....	Nanafalia, Ala.....	.....do.....	13 68
7136	.....do.....	.....do.....	660 00	6 34	May, June, 3 times.....	Paulding, Ala.....	.....do.....	19 02



*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7139	Coffeeville to Mt. Vernon.	W. F. Frunson.	\$1,834 00	\$5 87	April 7, May 16.	Coffeeville, Ala.	Failed to arrive.	.....	\$11 74
7140	Burnt Corn to Andalusia.	do.	1,834 00	5 87	April, 3 times.	Mt. Vernon, Ala.	do.	.....	17 61
7141	do.	Alfred Holby.	1,545 00	5 62	May 15.	Burnt Corn, Ala.	do.	.....	9 63
7144	do.	do.	545 00	2 88	May 15, 16.	Andalusia, Ala.	do.	.....	5 94
7158	roy to Chunesuggee.	Geo. C. Powell.	300 00	2 88	April 24.	Chunesuggee, Ala.	do.	.....	2 88
7159	China Grove to Indian Creek.	Gabriel Childs.	65 00	.....	April 18, June 6.	China Grove, Ala.	Failed to connect.	\$0 40	.....
7195	Chunesuggee to Indian Creek.	A. Haygood.	300 00	66	May 23.	Indian Creek, Ala.	Failed to arrive.	.....	96
7196	Jasper to Elyton.	Thos. L. Reed.	198 00	1 91	May, June, 6 times.	Elyton, Ala.	do.	.....	11 46
7199	do.	do.	198 00	1 91	June, 2 times.	Jasper, Ala.	do.	.....	5 73
7201	Gallatin o Natchez.	Terry & Kilpatrick.	2,385 00	14 42	April 19, May 17.	Natchez, Miss.	do.	.....	15 33
7313	Vicksburg to Yazoo City.	Curra & Hogan.	4,500 00	14 42	May 18.	Vicksburg, Miss.	do.	.....	14 43
7316	Canton to Gainesville.	A. M. Woods.	806 00	7 75	April 20, May 24.	Yazoo City, Miss.	do.	.....	98 84
7320	Benton to Yazoo City.	L. J. A. Sims.	800 00	1 28	May 28.	Gainesville, Miss.	do.	.....	7 75
7328	Grenada to Greensboro.	W. A. Swift.	600 00	2 88	June 9.	Yazoo City, Miss.	do.	.....	1 36
7330	Coffeeville to Houston.	do.	600 00	2 88	June 8.	Grenada, Miss.	Failed to connect.	75	.....
7331	Coffeeville to Pontotoc.	John Kelly.	1,900 00	3 82	April, 6 times.	Greensboro, Miss.	Failed to arrive in time.	75	.....
7340	Lamar to Burnesville.	do.	600 00	2 88	April 21.	Houston, Miss.	Failed to arrive.	.....	93 93
7345	Salem to Nuckersville.	John J. Gallaber.	2,173 00	6 92	April, May, 8 times.	Pontotoc, Miss.	Failed to supply.	9 00	.....
7372	Greensboro to Pontotoc.	Geo. Shelby.	70 00	6 87	June 26.	Cartersville, Miss.	Failed to arrive.	.....	67
7377	De Kalb to Macon.	Geo. Halladay.	897 00	1 77	April 1.	Pontotoc, Miss.	Failed to arrive in time.	1 50	.....
7381	Paulding to De Soto.	A. M. Wood.	550 00	2 94	June 13.	Macon, Miss.	Failed to arrive.	.....	1 77
7384	Paulding to Union.	W. H. Edmondson.	700 00	3 53	June 3.	Paulding, Miss.	Failed to connect.	50	.....
7384	Brandon to Williamsburg.	D. S. McIntosh.	799 00	3 85	June 17, 34.	do.	Failed to arrive in time.	60	.....
7384	do.	Jac. Grabee.	799 00	3 85	June 22.	Williamsburg, Miss.	Failed to arrive.	.....	7 70
7391	Raleigh to Augusta.	Thos. J. Welbourne.	1,363 00	6 55	June 5, 1898.	Brandon, Miss.	do.	.....	3 85
7391	do.	A. Stamps.	350 00	1 63	April 12.	Raleigh, Miss.	do.	.....	13 10
7402	Columbia to Monticello.	M. Gilie.	500 00	4 81	June 6.	Monticello, Miss.	Failed to arrive in time.	1 00	.....
7404	Williamsburg to Augusta.	W. J. Benning.	800 00	5 57	May 26.	Williamsburg, Miss.	Failed to arrive in time.	1 00	.....
7415	Laurence to Ripley.	D. P. Lausere.	1,174 00	3 78	April 31.	Ripley, Miss.	Failed to arrive.	.....	3 57
7415	do.	do.	1,174 00	3 78	May 17, 19.	Laurence, Miss.	do.	.....	3 76
7436	Williamsburg to Raleigh.	Thos. D. Bridges.	980 00	3 70	June 11.	Raleigh, Miss.	do.	.....	7 52
7436	do.	do.	980 00	3 70	June 12.	Williamsburg, Miss.	do.	.....	9 70
7435	Jackson C. H. to Pascagoula.	Jon. Goff, sr.	349 00	1 68	June 23.	Jackson C. H.	do.	.....	1 68
7437	Wentville to Monticello.	J. Grabee.	195 00	1 87	June 27.	Monticello.	do.	.....	1 87
7477	Good Hope to Laurel Hill.	B. F. Weeks.	166 00	1 61	June 1.	Laurel Hill.	do.	.....	1 61
7389	Clarkville to Cernivo.	F. Bagwell.	950 00	4 56	May 18, 25.	Clarkville, Miss.	Failed to take all the mail.	4 00	.....
8450	Crossville to Jamestown.	Jesse Atkins.	115 00	1 10	May 9.	Crossville, Tenn.	Failed to arrive.	.....	1 10
8451	Nashville to Bowling Green.	Carter & Thomas.	1,125 00	3 09	May 3.	Nashville, Tenn.	Wet paper mail.	9 00	.....
8451	Nashville to Glasgow.	do.	1,125 00	3 09	June 28.	do.	Failed to connect.	1 80	.....
8457	Nashville to Waynesboro.	Carter, Thomas & Hough.	575 00	1 84	April, May, June, 3.	do.	do.	.....	.....
8464	Lebanon to Carthage.	W. C. Tenson.	350 00	56	April 11, 27.	Lebanon, Tenn.	Failed to arrive.	.....	1 19

8464	.....do.....	June 9	15	.....do.....	Failed to connect	15	.....
8467	Lafayette to Whiteville	June 12	15	Lafayette, Tenn	Failed to arrive	15	1 15
8476	Galveston to Albany	June 13	15	Sparks, Tenn	.....do.....	.....	2 05
8480	Sparta to Albany	May 15	3 01	Sparks, Tenn	Failed to arrive in time	.....	2 05
8484	Sparta to Nicklack	May 11, 18	3 02	Pikeville, Tenn	Failed to arrive	2 00	19 00
8484	.....do.....	May 1, 5 times	3 02	Pikeville, Tenn	.....do.....	.....	3 02
8484	.....do.....	May 1, 30	3 02	Pikeville, Tenn	.....do.....	.....	3 02
8486	Crossville to Jamestown	May 1, 8	1 10	Spencer, Tenn	Failed to supply	1 00	2 30
8487	Crossville to Pikeville	April 17, May 1	1 05	Jamestown, Tenn	Failed to arrive	.....	2 10
8487	.....do.....	April 17, May 1	1 05	Crossville, Tenn	.....do.....	.....	2 10
8489	Post Oak Springs to Washington	June 9	1 14	Washington, Tenn	.....do.....	.....	2 08
8489	.....do.....	June 9	1 14	Clinton, Tenn	.....do.....	.....	1 14
8536	Greenboure to Ashville	May 18, 25	5 61	Greenboure, Tenn	Failed to connect	3 75	1 82
8536	.....do.....	June 17	5 61	Ashville, Tenn	.....do.....	1 35	.....
8536	.....do.....	June 17	5 61	Dalton, Tenn	Failed to arrive	.....	2 00
8545	Benton to Dalton	June 8	2 08	Chattanooga, Tenn	.....do.....	.....	4 16
8553	Cleveland to Chattanooga	May, June, 4 times	1 04	Jasper, Tenn	.....do.....	.....	3 50
8553	Jasper to Pikeville	June 15, 26	1 75	Pikeville, Tenn	.....do.....	.....	3 50
8553	.....do.....	June 16, 30	1 75	War Trace Depot, Tenn	.....do.....	.....	2 73
8560	Manchester to War Trace Depot	April, May, 3 times	91	Manchester, Tenn	.....do.....	.....	91
8560	.....do.....	May 31	91	Shelbyville, Tenn	.....do.....	.....	64
8567	Shelbyville to Fayetteville	May 18	64	Pulaski, Tenn	.....do.....	.....	1 15
8575	Pulaski to West Point	April 27	1 15	Decaturville, Tenn	.....do.....	.....	75
8616	Waynesboro' to Perryville	April, May	94	Waynesboro', Tenn	Failed to connect	.....	9 94
8622	Waynesboro' to Jackson	June 28	3 57	Purdy, Tenn	Failed to arrive	.....	1 44
8625	Purdy to Tusculum	April 31, 35	4 97	Somerville, Tenn	.....do.....	.....	5 08
8634	Somerville to Medon	June 28	1 44	Pekinsville, Ala	.....do.....	.....	.....
7063	Fayette to Pekinsville	April 9, 9	2 54	Woodville, Ala	Failed to arrive in time	.....	.....
7408	Hoimesville to Woodville	June 17, 31	7 69	Cashier's Valley, Tenn	Failed to arrive	3 80	10 16
85-9	Sevier C. H. to Cashier's Valley	April, May, 4 times	2 30	.....do.....	.....	.....	.....
8635	Georgetown to Clinton	Contractor resumed service; remove suspension of pay; July 29, 1857.	.....	.....do.....	.....	.....	.....
7654	Galveston to Houston	April 10	35 00	Galveston, Texas	Failed to connect	8 75	.....
7656	Galveston to Swatwout	June 18, 34	9 52	Swatwout, Texas	Failed to arrive in time	4 00	.....
7660	Houston to Austin	April 25	8 38	Houston, Texas	.....do.....	2 00	.....
7664	Houston to La Grange	April, 3 times	10 98	.....do.....	.....do.....	6 00	.....
7667	Nacogdoches to Huntsville	May 9, June 8	18 41	Huntsville, Texas	Failed to arrive	.....	36 82
7669	Tyler to Kemp	June 27	4 81	Tyler, Texas	.....do.....	.....	4 81
7678	.....do.....	June 27	4 81	Kemp, Texas	.....do.....	.....	4 81
7919	Marshall to Fort Caddo	June 34	1 28	Marshall, Texas	.....do.....	.....	2 56
7928	Kaufman to Waxahatchie	April 31	2 68	Waxahatchie, Texas	.....do.....	.....	2 68
7944	Bonham to Dallas	May 11	6 60	Dallas, Texas	.....do.....	.....	6 60
7944	.....do.....	April 30	6 60	Bonham, Texas	.....do.....	.....	6 60
3685	Muncie to New Albany	June 1	1 66	Muncie, Penn	.....do.....	.....	1 66
3143	Wilkesbarre to Weatherly	June 3, 3 times	443 00	Rockport, Penn	Failed to leave the mail	75	.....
3203	Tyone to New Hampshire	May 4, 6	2 38	New Washington, Penn	Failed to arrive	3 40	5 76
3208	Mount Pleasant to Uniontown	May, 6 times	900 00	Mt. Pleasant, Penn	Failed to connect	3 60	.....
3341	Uniontown to Brownsville	May, 6 times	985 00	Uniontown, Penn	Failed to arrive in time	.....	.....
3347	Agnew's Mills to Mercer	June 27	1 63	Agnew's Mills, Penn	.....do.....	.....	.....
3423	Brownstown to Franklin	May 19	2 40	Franklin, Penn	Lost the mail	10 00	.....

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
3432	Brownington to Franklin	W. H. H. Piper	\$1,500 00	\$3 40	June 28	Franklin, Penn.	Failed to bring the mail	.....	\$2 40
3425	New Brighton to New Castle	McKewan & Truesdale	450 00	1 44	May, 7 times	New Brighton, Penn.	Failed to connect	.....	4 00
3473	Cowdersport to Sinnamahoning	G. Fuller	207 00	4 00	April 7	Sinnamahoning Penn.	Failed to arrive	.....	50
3811	Gowdowntown to Jasperville	H. B. Kirkpatrick	1,949 00	6 24	June 27	Metomphkin, Del.	.....do.	.....	16 35
7886	Saone City to Jasper	Worthy Patridge	1,700 00	16 35	March 13	Sabine City, Texas	.....do.	.....	2 40
7855	Crockett to Keechle	Administrator of B. M. Wilson, deceased.	250 00	2 40	June 12	Keechle, Texas	.....do.	.....	5 61
7857	Gonzales to Columbus	Benj. F. Moss	584 00	5 61	May 20	Gonzales, Texas	.....do.	.....	7 87
7874	Victoria to Corpus Christi	John B. Nuner	820 00	8 27	April 22	Corpus Christi, Texas	.....do.	.....	6 00
7980	Saluria to Corpus Christi	Johnson & Brown	1,380 00	13 37	June 1, 8	.....do.	Failed to arrive in time	.....	3 75
7989	Liberty to Beaumont	Worthy Patridge	380 00	3 75	April 15	Liberty, Texas	Failed to arrive	.....	2 50
8013	Laredo to Eagle Pass	E. G. Davis	1,100 00	10 57	April 23	Laredo, Texas	Failed to connect	.....	1 54
8019	Runk to Douglas	Wade & Jones	160 00	1 54	May 6	Douglas, Texas	Failed to arrive	.....	4 66
8019	Tyler to Athens	Margarette T. Douglas	943 60	9 33	May 17, June 28	Tyler, Texas	.....do.	.....	2 40
5216	Petersburg to Franklin Depot	W. C. Nelson	650 00	3 19	Remut fine of \$13, July 30, 1887. (See App.)	Virginia	.....do.	.....	5 79
13668	Milwaukee to Sheboygan	E. B. Ward	1,500 00	2 40	May 25	Milwaukee, Wis.	Failed to arrive	.....	6 50
13674	Waukesha to Cedarburg	J. E. Thompson	900 00	1 93	May, 3 times	Waukesha, Wis.	.....do.	.....	9 00
13705	Oshkosh to Portage City	Davis & Moore	2,940 00	9 43	May, 13 times	Sacramento, Wis.	Failed to supply	.....	1 05
13705	.....do.	.....do.	2,940 00	9 43	April, May, 4 times	Waukegan, Wis.	.....do.	.....	30
13723	Arena to Dodgeville	Henry Rowell	112 00	1 05	June 15	Dodgeville, Wis.	Failed to arrive	.....	1 92
13736	Madison to Portage City	D. S. Moore	1,600 00	2 56	May 14	Rocky Run, Wis.	Wet mail	.....	2 08
13743	Janeville to Galena	Davis & Moore	3,750 00	19 00	January 15	Monroe, Wis.	Failed to arrive	.....	3 00
13752	Monroe to Dunkirk	A. J. Sutherland	900 00	1 92	April 9	Dunkirk, Wis.	Failed to arrive	.....	6 48
13755	Darlington to Rockford	W. C. Armstrong	674 70	6 48	April 10	Darlington, Wis.	.....do.	.....	3 00
13772	Prairie du Chien to Platteville	Peter Barrett, Jr.	650 00	2 08	April 10	Platteville, Wis.	Wet mail	.....	4 00
13775	Prairie du Chien to Black River Falls	Wheeler & Nichols	1,600 00	7 69	April 16	Prairie du Chien, Wis.	.....do.	.....	3 00
13776	Black River Falls to Still Water	.....do.	3,700 00	17 78	May 10	Still Water, Wis.	Failed to connect	.....	14 40
13776	.....do.	.....do.	3,700 00	17 78	May 17	Black River Falls, Wis.	Wet mail	.....	58 80
13780	Superior to Ontonagon	J. Austrian	749 00	14 40	May, one trip	Superior, Wis.	Failed to arrive	.....	9 35
13780	.....do.	J. Austrian	749 00	14 40	May, one trip	Ontonagon, Wis.	.....do.	.....	3 35
13784	Baraboo to La Crosse	Davis & Moore	534 00	5 13	April, two trips	Seven-Mile Creek, Wis.	Failed to supply	.....	4 70
13794	Portage City to Stevens Point	W. Wignington	945 00	2 35	April, 2 to May 10	Stevens Point, Wis.	Failed to arrive	.....	19 92
13794	.....do.	.....do.	945 00	2 35	May 15	.....do.	.....do.	.....	5 10
13794	.....do.	.....do.	945 00	2 35	June 5	.....do.	.....do.	.....	3 07
13799	Neeshon to Waupesa	J. Markham	173 00	1 66	April 10, 17	Neshkora, Wis.	.....do.	.....	16 33
13816	Manitowac to Calumet Village	N. E. Eastman	798 00	2 55	April 10, 17, times	Manitowac, Wis.	.....do.	.....	75
13818	Trempealeau to Black River Falls	George Gale	330 00	3 07	May 15, 30	Black River Falls, Wis.	Failed to arrive in time	.....	.....
13818	.....do.	.....do.	330 00	3 07	April 13	.....do.	Failed to arrive	.....	.....
13838	Orion to Black River Falls	Graham Hopkins	840 00	8 16	April 30	.....do.	.....do.	.....	.....

WEEK ENDING SATURDAY, AUGUST 8, 1857.

	Galveston to Sabine City.....	Jos. Atkins.....	800 00	7 69	April, May, June, 8 times.	Galveston, Texas.....	Failed to arrive in time.....	19 00	.....
7859	Tyler to Palestine.....	Margaretta T. Douglass.....	694 88	3 34	May, June, 8 times.....	Lariss, Texas.....	Failed to supply.....	4 00	.....
7910	.....do.....	Reeves & Butridge.....	694 88	3 34	May, 7 times.....	Seven Leagues, Texas.....	.....do.....	3 50	.....
7914	Bonham to Dallas.....	.....do.....	687 00	6 60	June 13.....	Lewisburg, Texas.....	.....do.....	50	.....
7918	Liberty to Nacogdoches.....	Jos. T. Palmer.....	1,520 00	19 00	April 26.....	Liberty, Texas.....	Failed to arrive in time.....	3 00	.....
7998	.....do.....	.....do.....	1,520 00	19 00	June 28.....	.....do.....	Failed to arrive.....	19 00	.....
8004	Gilmer to Greenville.....	.....do.....	499 50	4 80	June 27.....	Greenville, Texas.....	.....do.....	4 80	.....
13156	Charlotte to Portland.....	Carter & Haines.....	144 75	1 38	July 15, 16.....	Danby, Mich.....	Failed to supply.....	60	.....
13255	Atlanta to Peoria.....	Ion & Shepherd.....	1,000 00	1 60	April 25.....	Pekin, Ill.....	Failed to arrive.....	1 60	.....
13256	.....do.....	J. A. Williams.....	517 00	9 48	April, 5 times.....	.....do.....	Failed to arrive in time.....	5 00	.....
13257	.....do.....	.....do.....	517 00	9 48	May, 6 times.....	.....do.....	.....do.....	6 00	.....
13258	.....do.....	.....do.....	517 00	9 48	June, 3 times.....	.....do.....	.....do.....	3 00	.....
13259	.....do.....	.....do.....	517 00	9 48	June 15.....	.....do.....	Failed to take the mail.....	5 00	.....
7318	Eastport to Aberdeen.....	Jemison & Ficklin.....	1,450 00	4 65	May 4.....	Aberdeen, Miss.....	Failed to arrive.....	4 65	.....
7348	.....do.....	.....do.....	9,777 00	4 95	June, 6 times.....	.....do.....	Failed to connect.....	6 00	.....

WEEK ENDING SATURDAY, AUGUST 15, 1857.

4003	St. Paul to Falls of St. Croix ...	C. A. Bromley .....	574 89	1 84	May, June, 4 times...	Stillwater, Min. Ter...	Failed to arrive .....	1 35	7 36
4003	do.....	do.....	574 89	1 84	May, June, 5 times...	do.....	Failed to arrive in time.....	9 75	
4003	do.....	do.....	574 89	1 84	June 13 times .....	Falls of St. Croix, M. T.	do.....	9 75	
4003	do.....	do.....	608 00	97	July 24 .....	Stillwater, Min. Ter.	Failed to take the mail.....	50	
4007	St. Paul to West Union.....	J. J. Brackett.....	792 08	2 50	June 23.....	St. Paul, Min. Ter .....	Failed to arrive in time .....	1 50	
4009	St. Paul to Dubuque.....	Jesse P. Farley.....	20 00	10 00	April 13, 21 .....	Trempealeau, Min. Ter.	Failed to supply .....	1 50	
4009	do.....	do.....	20 00	10 00	June 16 .....	Wabasha, Min. Ter.	do.....	75	
4009	do.....	do.....	20 00	10 00	.....do.....	Victory, Min. Ter.....	do.....	75	
4009	do.....	do.....	20 00	10 00	June 23.....	do.....	do.....	75	
4009	do.....	do.....	20 00	10 00	June 27.....	Menetaska, Min. Ter .....	do.....	75	
4009	do.....	do.....	20 00	10 00	June 31 .....	Central Point, Min. T.	do.....	75	
4009	do.....	do.....	20 00	10 00	June 31, 29.....	Wacouta, Min. Ter.....	do.....	1 50	
4009	do.....	do.....	20 00	10 00	June, 4 times .....	North Peoria, Min. Ter	do.....	3 00	
4009	do.....	do.....	20 00	10 00	July, 4 times.....	do.....	do.....	3 00	
4009	St. Paul to Galena.....	Orrin Smith, president.....	(round trips).						
4009	do.....	do.....	50 00	23 00	May, 11 times .....	Homer, Min. Ter.....	do.....	8 25	
4009	do.....	do.....	50 00	25 00	May, June, 4 times .....	Point Douglas, M. T.	do.....	3 00	
4009	do.....	do.....	50 00	25 00	June 24, 25.....	Homer, Min. Ter.....	do.....	1 50	
4009	do.....	do.....	50 00	25 00	July 24 .....	do.....	do.....	75	
4011	St. Paul to South Bend .....	Geo. H. Marsh.....	673 79	1 07	June 10 .....	Shakopee, Min. Ter .....	do.....	50	
4019	Fort Ripley to St. Joseph's.....	J. E. Brown.....	1,404 50	58 93	April 1 to June 23.....	Red Lake, Min. Ter.....	do.....	15 00	
4041	Traverse des Sioux to St. Cloud.....	S. B. Lowry.....	130 00	2 70	June 5, 30.....	Traverse des Sioux, Min. Ter.	Failed to arrive .....	5 40	
4036	Beaver Bay to Superior.....	Thos. Clark, Jr.....	370 00	15 41	April.....	Superior, Min. Ter.....	do.....	15 41	

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
14038	Brownsville to Chatfield	D. A. J. Baker	\$800 00	\$7 69	June 13	Brownsville, Min. Ter.	Failed to arrive		\$7 69
14039	Brownsville to Ellipta	do	150 00	1 44	May 12, 26	Belleville, Min. Ter.	Failed to supply	\$1 00	
8321	Mt. Pleasant to Fairfield	E. S. Alvord	850 00	1 53	June, July, 13 times	Mt. Pleasant, Iowa	Failed to deliver mail	6 50	
9005	Wheeling to Rochester	Preston Roberts, Jr.	9,500 00	4 00	June 23	Rochester, Ohio	Failed to arrive		4 00
9024	Cambridge to Plainfield	Josiah Patterson	165 00	1 58	May 6	Cambridge, Ohio	do		1 58
9025	Gumland to McConnellsville	Samuel Marquis	414 00	1 99	April 6	Cumland, Ohio	do		1 99
9044	Sunfish to Woodfield	John E. Scholde	948 00	1 19	April 7	Woodfield, Ohio	do		1 19
9118	Ravena to Newton's Falls	William Ward	500 00	29	March 28	Braceville, Ohio	do		29
9157	Zanesville to Columbus	H. Orndorff	1,485 00	2 05	Quarter ending June 30, 1857	On route, Ohio	Failed to perform Sunday service	53 30	
9179	Columbus to Marysville	Charles L. Olive	575 00	1 84	May 28	Marysville, Ohio	Failed to arrive		1 84
9270	Finley to Lima	D. A. Baker	574 00	9 63	June 1	Lima, Ohio	do		9 63
9348	Washington C. H. to Bellbrook	Wm. Curry	549 00	9 64	June 2	Bellbrook, Ohio	do		9 64
9352	Piquetta to Athens	Ferdinand F. Rempel	1,900 00	1 33	May 19	Pomeroy, Ohio	do	3 00	
9385	Lancaster to Dixon	Samuel Doyle	9,500 00	4 00	April 18	Piqua, Ohio	do		
9389	Paulding to Dixon	Samuel Fisher	150 00	1 44	May 8, 13	Dixon, Ohio	do		4 00
14504	Indianapolis to Terre Haute	E. S. Alvord	11,100 00	17 79	March, April, 10 times	Green Castle, Ind.	Failed to supply	2 88	
14531	New Albany to Vincennes	J. N. Eastham	1,890 00	9 59	June 7	New Albany, Ind.	Failed to arrive	10 00	
14531a	do	do	3,600 00	11 53	April, May, 19 times	Orleans, Ind.	do		9 59
14531b	do	do	3,600 00	11 53	May 4, 19	Vincennes, Ind.	do		138 36
14531c	do	do	3,600 00	11 53	Feb., March, 5 times	do	Failed to supply	9 50	52 06
14535	Brownstown to Nashville	E. Manville	3,197 50	1 90	June 19	Brownstown, Ind.	Failed to arrive	1 90	
14585	Martinville to Washington	W. T. & T. Wallace	944 00	4 54	July 31	Washington, Ind.	Wet mail	3 00	
14596	Monrovia to Bowling Green	Jno. Campbell	190 00	1 82	April 25	Bowling Green, Ind.	Failed to arrive		1 82
14608	Carlisle to Bedford	Jac. C. Hedges	349 00	3 35	April 7	Bedford, Ind.	do		3 35
14608	do	do	349 00	3 35	June 3	do	do		1 79
14609	Bowling Green to Sullivan	Abraham Hall	186 00	1 79	April 28	Carlisle, Ind.	do		1 79
14609	do	do	186 00	1 79	April 27	Bowling Green, Ind.	do		
14618	Dublin to New Castle	Samuel Hoover	575 00	3 70	March 24, 28	Sullivan, Ind.	do		
14625	Rushville to Oxford	Robert Crawford	385 00	1 98	April, May, 5 times	Dublin, Ind.	Failed to connect	4 50	
14673	Lafayette to Kokomo	Henry Williams	900 00	1 98	May, June, 4 times	Oxford, Ind.	Failed to supply	1 60	
14674	Lafayette to Frankfort	Leonidas Mitchell	400 00	1 98	April 11, 5	Frankfort, Ind.	Failed to arrive in time	1 00	
14681	Marion to New Bremen	Jno. Conner	400 00	3 84	May 7	New Bremen	Failed to arrive		3 84
14681	do	do	400 00	3 84	June 18	do	Failed to connect	90	
14681	do	do	400 00	3 84	May 16, June 20	Marion, Ind.	Failed to arrive in time	1 80	
14681	do	do	399 00	1 91	June 2	Bloomington, Ind.	Failed to supply	40	
14698	Rochester to Warsaw	Isaac M. Lee	399 00	1 44	April 12, May 14	Plymouth, Ind.	Failed to arrive		9 88
14708	Goshen to Plymouth	Robert McReay	150 00		[The above cases specially reported August 19, 1857.]				
7884	Houston to La Grange	Jas. B. Hogan	9,975 00	10 08	July 9	La Grange, Texas	Wet mail	3 00	
7899	San Augustine to Marshall	Joe. F. Palmer	1,973 00	6 34	July 25	San Augustine, Texas	do	3 00	
8035	Georgetown to Clinton	Gatewood, Gatewood & Smith	1,719 00	9 30	Requit deduction of \$50 00	Missouri	(See Appendix)		
13156	Charlotte to Portland	Jon & Shepherd	144 75	1 36	July, 9 times	Danby, Mich	Failed to supply	9 88	

7107	Tuscaloosa to Jasper.....	D. M. Compton.....	385 00	1 85	Suspend pay and refer to contract office, August 14, 1857.	.....	.....
8831	Vernalles to Bolivar.....	Hardin & Bennett.....	387 50	3 58	Contractor abandoned service; suspend pay and refer to contract office, August 13, 1857.	.....	.....

## WEEK ENDING SATURDAY, AUGUST 29, 1857.

7059	Chattanooga to Decatur.....	James Williams, Pres't.	8,357 00	26 78	Remit deduction of \$835 70. (See Appendix.)	.....	.....
7059	.....do.....	.....do.....	8,357 00	26 78	.....do.....	.....	.....
8331	Mount Pleasant to Fairfield.....	E. S. Alvord.....	954 00	1 53	July, August, 3 times. [The above cases were specially reported Aug. 19, 1857.]	Failed to deliver mail in schedule time.	3 00
14008a	St. Paul to Dubuque.....	Jesse P. Farley.....	50 00	10 00	July, August, 4 times.	Failed to supply.....	4 00
8325	Bowling Green to Columbus....	N. E. Gray.....	104 50	16 69	August 18.....	Sack of newspaper mail lost; found near Bowling Green; driver notified of the fact, but refused to receive it.	50 00
14009	St. Paul to Dubuque.....	Pres't Gal. and Minn. Packet Co.	50 00	25 00	August 9.....	Failed to supply; wet mail..	5 00
14009	.....do.....	.....do.....	50 00	25 00	August 10.....	Failed to supply.....	1 50
14009	.....do.....	.....do.....	50 00	25 00	August 10, 4 times....	.....do.....	6 00

## WEEK ENDING SATURDAY, AUGUST 29, 1857.

1088	Coeyman's to South Berne.....	Charles H. Cole.....	175 00	1 68	July, 4 times.....	Failed to arrive in time.....	3 00
7107	Tuscaloosa to Jasper.....	D. M. Compton.....	385 00	1 85	April, May, June, 19 times.	Failed to supply.....	9 50
7107	.....do.....	.....do.....	385 00	1 85	Quarter ending June 30, 1857.	Failed to perform but one-half the service.	48 19
7107	.....do.....	.....do.....	385 00	1 85	Remit fine of \$9 50. (See Appendix.)	.....	.....
8638	Nashville to Cairo.....	A. L. Davis.....	7,638 00	94 01	January 9.....	Failed to arrive in time.....	3 00
8638	.....do.....	.....do.....	7,638 00	94 01	January 9.....	Failed to arrive.....	94 01
7115	Seima to Greenville.....	Jemison & Ficklin.....	557 00	2 53	July 31.....	Wet mail.....	3 00
7240	Lamar to Burnsville.....	John J. Gallaber.....	2,173 00	6 53	April, 4 times.....	Failed to supply.....	3 00

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7381	Union to Paulding.....	D. S. McIntosh.....	\$790 00	\$9 53	August 3.....	Union, Miss.....	Wet mail.....	\$1 50	.....
6599	Brunswick and Florida Railroad to Thomasville.....	George W. Merrill.....	6,535 50	30 95	August, 7 times.....	Dry Lake, Ga.....	Failed to supply.....	14 00	.....
3103	Wyalusing to Sugar Run.....	H. Knapp.....	649 50	9 08	Remit deduction of \$8 32. (See Ap- pendix.).....	.....	.....	.....	.....
3103	.....do.....	.....do.....	649 50	9 08	May, 4 times.....	Sugar Run, Penn.....	Failed to arrive.....	9 00	.....
WEEK ENDING SATURDAY, SEPTEMBER 5, 1857.									
7315	Canton to La Grange.....	L. & J. A. Sims.....	15,800 00	91 65	Remit deduction* of \$389 70. (See Ap- pendix.) [The above case spe- cially reported Sept. 1, 1857.]	.....	.....	.....	.....
8636	Raleigh to Dyersburg.....	John M. Moore.....	925 00	4 45	Contractor abandoned service; suspend pay and refer to contract office, Aug. 31, 1857.	.....	.....	.....	.....
1101	Argyle to Hartford.....	G. E. Vandercork.....	130 50	41	July 1.....	Hartford, N. Y.....	Failed to arrive.....	\$0 41	.....
1154	Madrid Depot to Waddington...	O. S. Hathway.....	900 00	38	July 1.....	Madrid Depot, N. Y.....	.....do.....	38	.....
1169	Richmondville to Davenport....	Orson Root.....	699 00	1 08	July 30.....	Davenport, N. Y.....	Failed to arrive in time.....	30	.....
1949	Auburn to Owego.....	L. L. Kenyon.....	501 76	98	July 18.....	Throopsville, N. Y.....	Failed to supply.....	95	.....
1959	Auburn to Cortland Village.....	Richard D. & H. Cornell.....	598 68	47	July 5 times.....	Moravia, N. Y.....	Failed to connect.....	75	.....
1966	Newark to Sodus.....	P. W. Tinkelpaugh.....	495 00	63	July 31.....	Sodus, N. Y.....	Failed to arrive.....	63	.....
1381	White's Corners to Collins.....	G. W. Ferguson.....	148 00	79	July 1, 24.....	White's Corners, N. Y.....	.....do.....	1 68	.....
1381	.....do.....	.....do.....	148 00	79	July 1, 3.....	Collins, N. Y.....	.....do.....	50	.....
1381	Belvidere to Rushford.....	Charles Rounds.....	327 00	68	July 1.....	Belvidere, N. Y.....	Failed to arrive in time.....	50	.....
1409	Deposit to Cannonville.....	H. S. Jarvis.....	148 00	79	July 1.....	Cannonville, N. Y.....	Failed to arrive.....	1 00	.....
9438	Apple Grove to Linn.....	T. J. Adamson.....	181 00	.....	Contractor abandoned service; suspend pay and refer to contract office.	.....	.....	.....	.....

## WEEK ENDING SATURDAY, SEPTEMBER 12, 1857.

14556	Leavenworth to Rockport.....	Jac. McKay.....	1,492 50	4 54	August 26.....	Rome, Indiana.....	Wet mail.....	3 00	.....
14749	Attea to Milford.....	Robert Hamilton.....	294 00	2 08	October 1, 1856, to September 6, 1856, Remit deduction of \$17 48. (See Appen- dix.) 1 to 31.....	On route, Indiana.....	Failed to perform service.....	.....	212 61
9073	Milbrook to Moreland.....	Samuel S. Moore.....	49 00	23	.....	.....	.....	.....	.....
13340	Brighton to Jacksonville.....	Adgate Drury.....	800 00	3 64	March 1 to 31.....	Payette, Illinois.....	Failed to supply.....	9 00	.....
13340	do.....	Benjamin Nelson.....	800 00	3 64	Remit \$9 of fine. (See Appendix.).....	Illinois.....	.....	.....	.....

## TWO WEEKS ENDING SATURDAY, SEPTEMBER 26, 1857.

8479	Smithville to Spencer.....	Joseph Alnup.....	920 00	9 11	April, May, 4 times.....	Spencer, Tenn.....	Failed to arrive.....	.....	8 44
8479	do.....	do.....	920 00	9 11	April, May, 3 times.....	Smithville, Tenn.....	do.....	.....	6 33
1924	do.....	do.....	400 00	1 96	August 4.....	Palma, N. Y.....	Failed to connect.....	.....	.....
1321	White's Corners to Collins.....	Geo. W. Ferguson.....	148 00	4 47	August 6.....	White's Corners, N. Y.....	Failed to arrive in time.....	15	.....
1323	Shelbyville to Randolph.....	B. W. Ostron.....	635 00	9 93	July, August, 52 times.....	Randolph, N. Y.....	do.....	5 75	.....
1370	Corning to Watkins.....	John Hamlin.....	193 00	1 18	July 10, August 2.....	Watkins, N. Y.....	Failed to arrive.....	.....	2 36

## WEEK ENDING SATURDAY, OCTOBER 3, 1857.

1311	Rome to Constableville.....	M. L. Kinyon.....	540 00	1 85	September 29.....	Constableville, N. Y.....	Wet mail.....	1 50	.....
7864	Houston to La Grange.....	Jan. B. Hogan.....	9,975 00	10 98	August 10.....	La Grange, Tenn.....	Failed to arrive in time.....	9 00	.....
7992	San Augustine to Shelbyville.....	Joe. P. Palmer.....	1,973 00	6 24	July 25.....	San Augustine, Texas.....	Wet mail.....	2 50	.....
7996	do.....	J. & J. H. Trutt.....	298 00	9 86	July 26.....	Shelbyville, Tenn.....	Failed to arrive in time.....	.....	.....
7899	San Augustine to Lynchburg.....	Joe. P. Palmer.....	1,971 00	13 93	July 3.....	San Augustine, Texas.....	do.....	3 00	.....
7899	do.....	do.....	1,971 00	13 93	August 7.....	Lynchburg, Texas.....	Failed to arrive.....	.....	19 58
2937	Tarrant to Tross.....	W. B. Stout.....	858 00	8 25	August 91.....	Tross, Texas.....	do.....	5 25	.....
2937	Kaufman to Warhatchie.....	Cedar Allen.....	979 00	9 68	July 27.....	Warhatchie, Texas.....	do.....	2 68	.....
7976	Victoria to Richmond.....	Benjamin Adair.....	1,140 00	10 96	August 29, Sept. 5.....	Victoria, Texas.....	do.....	.....	21 93
4973	Norfolk to Baltimore.....	President of Baltimore Steam Packet Co.....	16,500 00	26 44	Remit deduction of \$311 52. (See Ap- pendix.).....	.....	do.....	.....	.....
4973	do.....	do.....	16,500 00	26 44	do.....	.....	do.....	.....	.....
4008	St. Paul to Dubuque.....	M. O. Walker.....	9,084 63	26 03	January 14.....	St. Paul, Minn. T.....	Failed to arrive.....	.....	26 03
4008	do.....	do.....	9,084 63	26 03	February, 3 times.....	do.....	do.....	.....	119 13
4008	do.....	do.....	9,084 63	26 03	February, 3 times.....	do.....	Failed to bring all the mail.....	21 00	.....
4008	do.....	do.....	9,084 63	26 03	March 25.....	do.....	Failed to arrive.....	.....	26 03
14008	do.....	do.....	9,084 63	26 03	March, 3 times.....	do.....	do.....	.....	84 09



*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
14008	St. Paul to Dubuque.....	M. O. Walker.....	\$9,084 62	\$88 03	February 3, 5, 6.....	St. Paul, Minn. T.....	Failed to bring all the mail.	\$45 00	.....
14008	.....do.....	.....do.....	9,084 62	88 03	February 3.....	.....do.....	Failed to arrive.....	.....	\$38 03
14008	.....do.....	.....do.....	9,084 62	88 03	February 3.....	Dubuque, Iowa.....	.....do.....	.....	38 03
14008	.....do.....	.....do.....	9,084 62	88 03	February 16, 17, 19.....	.....do.....	Failed to connect.....	21 00	.....
14008	.....do.....	.....do.....	9,084 62	88 03	March 18, 24.....	.....do.....	.....do.....	14 00	.....
14008	.....do.....	.....do.....	9,084 62	88 03	March 27, 28.....	.....do.....	Failed to arrive.....	.....	38 00

WEEK ENDING SATURDAY, OCTOBER 10, 1887.

3911	Washington to Rockville.....	Thomas Rouse.....	525 00	84	July 11.....	Rockville, Md.....	Failed to connect.....	30	.....
3911	.....do.....	.....do.....	525 00	84	July 32.....	.....do.....	Failed to arrive in time.....	25	.....
8292	Somerset to Whitley C. H.....	Cook & King.....	925 00	2 06	Quarter ending September 30, 1887.	On route, Ky.....	Failed to perform service.....	.....	56 25
8292	.....do.....	.....do.....	925 00	2 06	Suspend pay and refer to contract office.	.....do.....	.....do.....	.....	.....
13018	Toledo to Chicago.....	President Michigan Southern and Northern Ind. Railroad Co.	36,300 00	29 08	September 17, 18, 23.....	Toledo, Mich.....	Failed to take the through mail, detaining it 6 hours.	30 00	.....

WEEK ENDING SATURDAY, OCTOBER 17, 1887.

7164	Eufaula to Franklin.....	W. H. Roberts.....	300 00	2 88	Contractor abandoned service; suspend pay and refer to contract office, Oct. 13, 1887.	.....do.....	.....do.....	.....	.....
7815	Natchitoches to Shreveport.....	Reeside, Smead & Mc-Gaughy.	7,645 00	.....	Contractors abandoned service; suspend pay and refer to contract office, Oct. 15, 1887.	.....do.....	.....do.....	.....	.....
33	Dexter to Foxcroft.....	Wm. K. Lancy.....	900 00	32	September 1.....	Dexter, Me.....	Failed to take the mail.....	32	.....
46	Newport to Skowhegan.....	James Hill.....	395 00	94	July 30.....	Newport, Me.....	Failed to connect.....	30	.....
32	Bangor to Upper Stillwater.....	Wm. Jameson.....	100 00	16	August 3, 4.....	Bangor, Me.....	Failed to arrive.....	16	.....
132	Emory's Mills to West Newfield.....	John Koss, Jr.....	175 00	56	August 3, 4 times.....	Emory's Mills, Me.....	Failed to connect.....	40	.....
316	Meredith Village to Conway.....	Stephen Durgin.....	800 00	1 19	July 30.....	Conway, N. H.....	Failed to arrive.....	1 12	.....
222	Plymouth to Littleton.....	Jason Clough.....	469 00	75	July 10 times.....	Campden, N. H.....	Failed to supply.....	1 00	.....
440	McIndoe's Falls to Lower Water.....	Russell & Hill.....	85 00	43	Quarter ending Sept. 30.....	On route, Vt.....	Inferior service.....	4 93	.....
966	Winchester to Lee.....	Ezra Skinner.....	1,250 00	2 00	September 3, 7, 9.....	Lee, Conn.....	Failed to connect.....	1 50	.....

## SUPPLEMENTARY TO WEEK ENDING SATURDAY, OCTOBER 17, 1857.

1059	Catskill to Delhi.....	Jno. S. Houghaling....	1,943 03	3 11	July, Aug., Sept., 46 times.	Delhi, N. Y.....	Failed to arrive in time.....	10 00	.....
1111	Port Henry to Vergennes.....	Jno. W. Norton.....	597 00	63	September, 3 times.....	Port Henry, N. Y.....	Failed to arrive.....	1 69	.....
1117	Ausable Forks to Keene.....	H. B. Reynolds.....	907 00	96	July, Aug., Sept., 37 times.	Wilmington, N. Y.....	Failed to supply.....	4 05	.....
1911	Rome to Constaberville.....	M. L. Kenyon.....	580 00	1 85	July, Aug., 26 times.....	Constaberville, N. Y.....	Failed to arrive in time.....	5 50	.....
1984	Lyons to Bodus Point.....	Harry Warren.....	925 00	75	July, Aug., Sept., 40 times.	Bodus Point, N. Y.....	.....do.....	6 00	.....
1317	Buffalo to Ellicottville.....	Jas. H. Metcalf.....	764 56	1 25	July, Aug., Sept., 51 times.	Springville, N. Y.....	.....do.....	12 75	.....
1391	White's Corners to Collins.....	Geo. W. Ferguson.....	148 00	47	Aug., Sept., 26 times.....	On route, N. Y.....	Inferior service.....	.....	4 86
1329	Barcelona to Jamestown.....	Asa Farnsworth.....	600 00	96	July 17.....	Barcelona, N. Y.....	Failed to arrive.....	.....	96
1399	.....do.....	.....do.....	600 00	96	August 27.....	Dewittville, N. Y.....	Failed to supply.....	.....	90
1416	Susquehanna Depot to Oneonta.....	Peter Packard.....	256 18	83	July, Aug., Sept., 6 times.	South Balabridge, N. Y.....	Failed to connect.....	1 50	.....
1435	Monticello to Grahamsville.....	John Honee, Jr.....	244 00	1 09	July, 6 times.....	Grahamsville, N. Y.....	Failed to arrive in time.....	1 50	.....
2807	Pateron to Port Jervis.....	W. & John Hulme.....	1,075 00	3 44	July 15, 17.....	Libertyville, N. J.....	Failed to supply.....	60	.....
3811	Georgetown to Eastville.....	H. B. Fitzpatrick.....	1,230 73	3 94	July 1.....	Eastville, Del.....	Failed to supply.....	3 94	.....
3811	.....do.....	.....do.....	1,230 73	3 94	July, 4 times.....	On route, Del.....	Inferior service.....	6 30	.....
9203	Athens to Marietta.....	H. T. Hoyt.....	1,190 00	3 31	Oct. 14, 15.....	Barlett, Ohio.....	Wet mail.....	5 00	.....
8303	Louisville to Shawneetown.....	Brannon & Murphy.....	94,000 00	39 39	July and August.....	Portion of route, Ky.....	Inferior service.....	469 38	.....
8303	.....do.....	.....do.....	94,000 00	39 39	September.....	.....do.....	.....do.....	153 67	.....
8303	.....do.....	.....do.....	94,000 00	39 39	August 37.....	Henderson, Ky.....	Wet mail.....	3 00	.....
8410	Paducah to Cairo.....	G. A. Phillips.....	6,300 00	8 63	July and Sept., 4 times.	Shawneetown, Ky.....	Failed to bring mail.....	40 00	.....
8410	.....do.....	.....do.....	6,300 00	8 63	August 5, 6.....	Metropolis City, Ky.....	Failed to supply.....	3 00	.....
8410	.....do.....	.....do.....	6,300 00	8 63	July 25, 26.....	Paducah, Ky.....	Failed to arrive.....	17 94	.....
8410	.....do.....	.....do.....	6,300 00	8 63	July and Sept., 6 times.	Cairo, Ky.....	.....do.....	51 79	.....
8258	Somerset to London.....	E. J. Lester.....	130 00	1 25	August 10.....	London, Ky.....	.....do.....	1 25	.....
8258	.....do.....	.....do.....	130 00	1 25	August 4, 11.....	Somerset, Ky.....	Failed to connect.....	60	.....
8258	.....do.....	.....do.....	130 00	1 25	August 39.....	.....do.....	Failed to arrive.....	1 90	.....

## WEEK ENDING SATURDAY, OCTOBER 24, 1857.

109	Portland to Skowhegan.....	President Kruebeck & Portland Railroad Co.	112 00	.....	Quarter ending Sept. 30.	Augusta and Skowhegan, Me.	Omitted one of the daily trips.	.....	165 75
440	McIndoes' Falls to Lower Waterford.....	Russell & Hill.....	95 00	45	Quarter ending Sept. 30, 36 times.	Lower Waterford, Vt.	Omitted service.....	.....	5 93
7383	Thomastown to Carthage.....	R. W. Civils.....	76 00	73	Contractor abandoned service; suspend pay and refer to contract office, Oct. 50, 1857.	.....	.....	.....	.....
1255	Geneva to North Cohocton.....	Delos W. Colvin.....	977 00	1 56	Aug. & Sept., 13 times.	Stanley Corners, N. Y.	Failed to supply.....	3 00	.....
1269	Portageville to Oranget.....	Howard J. Ross.....	595 00	95	July 1 to Sept. 30, 76 times.	Hume, N. Y.....	.....do.....	7 90	.....
5506	Rocky Mount to Greenville.....	Jos. John B. Fender.....	689 85	1 09	September 19.....	Turboro', N. C.....	Failed to arrive in time.....	1 00	.....
5500	Fayetteville to Robeson's.....	Jas. W. Steagall.....	1,457 09	4 67	.....do.....	Robeson's, N. C.....	.....do.....	1 00	.....

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
5691	Fayetteville to Cheraw.....	Stuckey & Rogers.....	\$1,888 00	\$6 05	July, Aug, Sept, 3 times.	Cheraw, N. C.....	Failed to connect.....	\$4 50	.....
5691	.....do.....	.....do.....	1,888 00	6 05	August 27.....	Fayetteville, N. C....	Failed to arrive in time.....	.....	.....
5691	.....do.....	.....do.....	1,888 00	6 05	July 27, Aug. 12.....	Cheraw, N. C.....	Wet mail.....	1 00	.....
5693	Fayetteville to Salem.....	M. T. & J. W. Clemmons.....	1,063 46	3 47	August 18.....	High Point, N. C....	Failed to connect.....	1 00	.....
5793	Greenboro' to Lexington.....	E. T. Clemmons.....	1,170 00	1 87	Aug. 29, Sept. 4.....	Lexington, N. C....	.....do.....	.....	.....
5731	Salisbury to Asheville.....	Barter & Adams.....	3,935 27	6 30	August 3 times.....	Asheville, N. C....	.....do.....	4 50	.....
5731	.....do.....	.....do.....	3,935 27	6 30	August 19.....	.....do.....	Failed to arrive.....	\$6 30	.....
5734	Salisbury to Wytheville.....	W. B. Dickey.....	1,100 00	5 98	August 27.....	Mocksville, N. C....	Wet mail.....	3 00	.....
5743	Charlotte to Dallas.....	T. B. Capps.....	180 00	1 68	July 28.....	Charlotte, N. C....	Failed to arrive.....	.....	.....
5743	.....do.....	.....do.....	180 00	1 68	July 28.....	Dallas, N. C.....	.....do.....	1 68	.....
5747	Pineville to Lancaster C. H.....	Stuckey & Rogers.....	368 00	1 76	August 31.....	Pineville, N. C....	.....do.....	1 76	.....
5747	.....do.....	.....do.....	368 00	1 76	August 31.....	Lancaster C. H., N. C.	.....do.....	1 76	.....
5768	Madison to Mount Airy.....	Wm. Bawley.....	198 00	1 90	September 15.....	Madison, N. C....	.....do.....	1 90	.....
5773	Jefferson to Jonesboro'.....	Ryland & Edwards.....	699 00	2 68	August 8.....	Jefferson, N. C....	.....do.....	2 68	.....
5774	Salem to Martinsville.....	John H. White.....	349 00	2 39	September 5.....	Salem, N. C.....	.....do.....	2 39	.....
5774	.....do.....	.....do.....	349 00	2 39	September 3.....	Martinsville, N. C....	.....do.....	2 39	.....
5776 & 5786	Mount Airy to Jefferson.....	And. Hawthorn.....	300 00	2 86	September 10.....	Mount Airy, N. C....	.....do.....	2 86	.....
5786	.....do.....	.....do.....	300 00	2 86	September 10.....	.....do.....	.....do.....	2 86	.....
5789	Shelby to Limestone Springs.....	D. H. Bobbitt.....	194 98	69	September 9.....	Shelby, N. C.....	.....do.....	69	.....
5803	Rutherfordton to Garner's Ford.....	Gulford Eaves.....	143 85	1 40	July 23.....	Rutherford, N. C....	.....do.....	1 40	.....
5803	.....do.....	.....do.....	143 85	1 40	July 23.....	Garner's Ford, N. C.	.....do.....	1 40	.....
5806	Asheville to Waynesville.....	W. L. Love.....	398 99	2 87	August 13.....	Asheville, N. C....	.....do.....	2 87	.....
5817	Burnsville to Longmire.....	John Edwards.....	99 00	85	July 22, Aug. 19.....	Longmire, N. C....	.....do.....	1 90	.....
5817	.....do.....	.....do.....	99 00	85	July 21, Aug. 18.....	Burnsville, N. C....	.....do.....	1 90	.....
5819	Murphy to Ellijay.....	W. C. Walker.....	299 00	2 87	August 26.....	Ellijay, N. C.....	.....do.....	2 87	.....
4816	Fredericksburg to Tappahannock.....	King & Reamy.....	245 00	1 74	August 3 times.....	Fredericksburg, Va....	Failed to arrive in time.....	60	.....
4816	.....do.....	.....do.....	245 00	1 74	August 5 times.....	Tappahannock, Va....	.....do.....	1 80	.....
4871	Bufo's Depot to Pattonsburg.....	Kent, Ficklin & Peyton.....	580 00	1 72	August 5.....	Bufo's Depot, Va....	Failed to connect.....	40	.....
4871	.....do.....	.....do.....	580 00	1 72	July 1.....	.....do.....	Failed to arrive.....	1 76	.....
4871	.....do.....	.....do.....	580 00	1 72	July 1.....	Pattonsburg, Va....	.....do.....	1 76	.....
4873	Bonnetts to White Sulphur Springs.....	.....do.....	639 97	1 03	August 15.....	Fincastle, Va.....	Failed to take the mail.....	1 00	.....
4873	.....do.....	.....do.....	639 97	1 03	August 15.....	.....do.....	Failed to arrive in time.....	2 85	.....
4894	Millboro' Springs Depot to Lewisburg.....	Harmon, Brown & Co.....	747 00	1 19	Aug., Sept., 13 times.....	Lewisburg, Va.....	Failed to take the mail.....	1 00	.....
4905	Lewisburg to Kanawha C. H.....	.....do.....	9,784 00	8 93	August 27.....	Kanawha C. H., Va	Failed to connect.....	2 46	.....
4907	Kanawha C. H. to Guyandotte.....	.....do.....	1,128 00	3 69	Aug., Sept., 19 times.....	Guyandotte, Va....	.....do.....	35 15	.....
4907	.....do.....	.....do.....	1,128 00	3 69	August 14.....	.....do.....	Inferior service.....	1 82	.....
4907	.....do.....	.....do.....	1,128 00	3 69	Aug., Sept., 31 times.....	.....do.....	.....do.....	26 83	.....
4924	Huntersville to Bath C. H.....	John A. Hodges.....	174 00	83	July 17.....	Huntersville, Va....	Failed to arrive.....	83	.....
4924	.....do.....	.....do.....	174 00	83	July 17.....	Bath C. H., Va....	.....do.....	34 46	.....
4946	Richmond to Norfolk.....	R. O. Hankins.....	4,000 00	6 41	July, 8 times.....	Richmond, Va....	.....do.....	34 46	.....
4946	.....do.....	.....do.....	4,000 00	6 41	July, 5 times.....	Norfolk, Va....	.....do.....	34 46	.....
4946	Richmond to Pattonsburg.....	Boyd & Edmonds.....	5,200 00	17 68	August 10.....	Lynchburg, Va....	Failed to arrive in time.....	4 00	.....

4948	..... do.....	17 08	August 7	..... do.....	Failed to arrive	.....	17 03
4949	..... do.....	1 42	August 12	..... do.....	Failed to arrive in time	.....	5 00
4950	Petersburg to Suffolk.....	1,400 00	July 30	Suffolk, Va.....	Mail lost, found, and re-	.....	5 00
4976	Norfolk to Matthews C. H. ....	850 00	July 4	Matthews C. H.....	Failed to arrive	.....	4 08
4978	..... do.....	850 00	July 4	Norfolk, Va.....	..... do.....	.....	4 08
5003	Winchester to Faucon.....	1,639 00	July Aug, Sept., Oct., 43 times	Staunton, Va.....	Failed to connect	.....	31 50
5003	..... do.....	1,639 00	July, August, Sept., 7 times	Winchester, Va.....	..... do.....	.....	3 50
5041	Lury to Front Royal.....	950 00	August 1, 8.....	Lury, Va.....	Failed to connect	.....	1 90
5041	..... do.....	950 00	August, Sept., 16 times	..... do.....	Failed to arrive in time	.....	4 00
5044	Moorefield to McDowell.....	323 99	July 2	McDowell, Va.....	Failed to arrive	.....	3 11
5058	Wind Lea to Luney's Creek.....	950 00	July 31, August 31	Wind Lea, Va.....	..... do.....	.....	4 80
5061	Raccoon to Fellowship.....	950 00	August 29	Fellowship, Va.....	..... do.....	.....	73
5061	..... do.....	950 00	..... do.....	Raccoon, Va.....	..... do.....	.....	73
5063	Tunnelton to Somerset.....	337 73	August 7	Tunnelton, Va.....	Failed to connect	.....	15
5066	Freepport to Jackson C. H.....	189 00	July 22	Jackson C. H., Va.....	Failed to arrive	.....	1 03
5066	..... do.....	189 00	July 22	Freepport, Va.....	..... do.....	.....	1 03
5110	Staunton to Weston.....	3,490 00	August 8, 15.....	Staunton, Va.....	Failed to connect	.....	4 00
5137	New Canton to Buckingham C. H.	475 00	July 11	Buckingham C. H., Va.....	Failed to arrive	.....	1 53
5153	Charlotte C. H. to Rough Creek.	113 00	September 15	Charlotte C. H., Va.....	..... do.....	.....	88
5169	Patrick C. H. to Mount Airy.....	117 50	August 10	Mount Airy, Va.....	..... do.....	.....	1 18
5169	..... do.....	117 50	August 11	Patrick C. H., Va.....	..... do.....	.....	9 01
5177	Princeton to Wytheville.....	910 00	July 29	Wytheville, Va.....	..... do.....	.....	9 11
5177	..... do.....	910 00	..... do.....	Princeton, Va.....	..... do.....	.....	9 11
5194	Tazewell C. H. to Oceana.....	930 00	July 3	Oceana, Va.....	..... do.....	.....	1 85
5205	Love's Mills to Hilton.....	97 00	August 28, Sept. 25	Hilton, Va.....	..... do.....	.....	1 85
5216	..... do.....	97 00	August 27	Love's Mills, Va.....	..... do.....	.....	3 18
5218	Petersburg to Franklin Depot.....	6 50	August 30	Franklin Depot, Va.....	..... do.....	.....	3 18
5218	..... do.....	6 50	August 31	Petersburg, Va.....	..... do.....	.....	73
5217	Warrenton to Oak Shade.....	9 25	August 18	Oak Shade, Va.....	..... do.....	.....	1 67
5235	Parkersburg to Jackson C. H.....	348 00	July 30	Parkersburg, Va.....	..... do.....	.....	1 67
5235	..... do.....	348 00	July 31	Jackson C. H., Va.....	..... do.....	.....	1 67
5235	..... do.....	348 00	July 28	..... do.....	Wet mail.....	.....	1 50
5235	Freeman's Landing to Jedd's	60 00	September 8 times	Jedd's, Va.....	Failed to arrive	.....	73
5258	Madison to Horse Pasture.....	175 00	September 12	Horse Pasture, Va.....	..... do.....	.....	1 68
5284	..... do.....	175 00	..... do.....	Madison, Va.....	..... do.....	.....	1 68
6038	Pineville to Darlington.....	490 00	Suspend pay, October 29, 1857	..... do.....	..... do.....	.....	.....
945	Bridgeport to Pittsfield.....	7,186 00	July 1 to Sept. 30, 1857	Bridgeport and New Milford, Ct.	Omitted portion of service..	.....	219 00

## SUPPLEMENTARY TO WEEK ENDING SATURDAY, OCTOBER 24, 1857.

7809	New Orleans to Castro.....	329,000 00	July 9.....	New Orleans, La.....	Failed to arrive.....	.....	450 68
7809	..... do.....	329,000 00	July 16	..... do.....	Failed to connect.....	177 37	.....
7809	..... do.....	329,000 00	July 17	..... do.....	Failed to arrive.....	.....	450 68
7809	..... do.....	329,000 00	July 19	..... do.....	..... do.....	.....	450 68

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7899	New Orleans to Cairo.....	Hollady, Brannan & Patterson.	\$329,000 00	\$450 68	July 26.....	New Orleans, La.....	Failed to arrive.....	.....	\$450 68
7899	do.....	do.....	329,000 00	450 68	August 1.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 3.....	do.....	Failed to arrive in time.....	\$198 37	450 68
7899	do.....	do.....	329,000 00	450 68	August 4.....	do.....	Failed to arrive.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 9.....	do.....	Failed to arrive in time.....	173 37	.....
7899	do.....	do.....	329,000 00	450 68	August 10.....	do.....	Failed to arrive.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 17.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 26.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 29.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 30.....	do.....	Failed to connect.....	157 37	.....
7899	do.....	do.....	329,000 00	450 68	September 6.....	do.....	do.....	.....	.....
7899	do.....	do.....	329,000 00	450 68	October 3.....	do.....	Failed to connect.....	112 37	.....
7899	do.....	do.....	329,000 00	450 68	July 11.....	Cairo, Ill.....	Failed to arrive.....	100 00	.....
7899	do.....	do.....	329,000 00	450 68	July 18.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	July 22.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	July 25.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	July 30.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 1.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 4.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 5, 9.....	do.....	do.....	.....	450 68
7899	do.....	do.....	329,000 00	450 68	August 17, 18.....	do.....	Failed to connect.....	156 37	.....
7899	do.....	do.....	329,000 00	450 68	August 30.....	do.....	Failed to arrive.....	144 37	.....
7899	do.....	do.....	329,000 00	450 68	August 30.....	do.....	Failed to connect.....	306 37	.....
7899	do.....	do.....	329,000 00	450 68	August 25.....	do.....	do.....	.....	.....
7899	do.....	do.....	329,000 00	450 68	September 1.....	do.....	do.....	.....	.....
7899	do.....	do.....	329,000 00	450 68	September 2.....	do.....	do.....	.....	.....
7899	do.....	do.....	329,000 00	450 68	September 3.....	do.....	Failed to arrive.....	156 37	.....
7899	do.....	do.....	329,000 00	450 68	September 8.....	do.....	Failed to connect.....	164 37	.....
7899	do.....	do.....	329,000 00	450 68	September 26.....	do.....	do.....	.....	.....
7899	do.....	do.....	329,000 00	450 68	September 30.....	do.....	do.....	.....	.....
7899	do.....	do.....	329,000 00	450 68	August, Sept., 34 times.	On route, Or.....	do.....	.....	.....
922	New London to Sonington.....	Freedt Citizens' Steam-boat Company.	600 00	1 00	.....	.....	Failed to run the trip.....	138 37	46 68

WEEK ENDING SATURDAY, OCTOBER 31, 1887.

7014	Wetumpka to Columbiana.....	R. H. Brasher.....	370 00	3 55	July 30.....	Wetumpka, Ala.....	Failed to arrive.....	.....	3 55
7016	do.....	do.....	370 00	3 55	July 29.....	Columbiana, Ala.....	do.....	.....	3 55
7017	do.....	R. H. Powell.....	900 00	8 68	September 15.....	Bethula, Ala.....	Failed to connect.....	79	.....
7021	do.....	W. O. Smith.....	50 00	3 00	July 4.....	Chehaw, Ala.....	Failed to deliver the mail.....	.....	48 26
7022	Columbus to Fort Gaines.....	W. M. Lee.....	2,300 00	3 00	Quarcr.....	On route, Ala.....	Failed to deliver the mail.....	.....	.....
7023	Columbus to Cheasnegue.....	A. Haygood.....	2,000 00	3 70	August, September, 4 times.	Hardaway, Ala.....	Failed to supply.....	1 60	.....

Talldage to Loehspoko.	7038	Isaac Hinton	700 00	3 75	July, 8 times	Talldage, Ala.	Failed to arrive.	18 75
do	7039	do	700 00	3 75	July, 8 times	Loehspoko, Ala.	do	50 75
Talldage to Crosswell	7038	W. F. Roberts	100 00	96	July, August, 4 times	Talldage, Ala.	do	3 84
do	7039	do	100 00	96	July, 3 times	Crosswell, Ala.	do	5 88
do	7040	do	100 00	96	August 10	Rom., Ala.	do	1 75
Elise Peed to Eome	7054	B. Clayton	549 00	1 75	September 3	Gaylesville, Ala.	Failed to supply	3 61
do	7055	do	549 00	1 75	September 3	Jasper, Ala.	Failed to arrive.	14 64
Decatur to Jasper	7074	Joel Barnum	375 00	3 61	August 1, 4	Tuscaloosa, Ala.	do	3 68
Centurid to Tuscaloosa	7079	P. F. Patrick	4, 570 00	14 64	August 6	Coardland, Ala.	Failed to arrive in time	1 50
do	7080	do	189 00	1 81	July 28, September 29	Jasper, Ala.	Failed to arrive	4 3
Jasper to Blountsville	7093	D. M. Compton	189 00	1 81	June 30, July 4, 14, 18	Orkadeplia, Ala.	Failed to supply	4 84
Fayette to Holly Grove.	7095	John F. Hardcastle	137 00	1 31	July, 4 times	Payette, Ala.	Failed to arrive	6 53
do	7096	do	137 00	1 31	July, 3 times	Holly Grove, Ala.	do	7 40
Triton to Elyton	7101	E. Jenison	385 00	1 85	September 10, 24	Tuscaloosa, Ala.	do	48 19
Tuscaloosa to Jasper	7107	D. M. Compton	385 00	1 85	July, Sept'r, 4 times	On route, Ala.	Failed to perform but half the service.	7 40
do	7108	do	385 00	1 85	Quarter ending September 30, 1857.	Jasper, Ala.	Failed to arrive	9 36
do	7109	do	385 00	1 85	July, Sept'r, 4 times.	Tuscaloosa, Ala.	do	3 36
Tuscaloosa to Centreville.	7110	Samuel Frazer	345 00	3 36	September 18	Centreville	do	3 30
do	7111	do	1, 000 00	3 75	September 19	Canaba	do	3 75
Canaba to Camden	7118	B. F. Gafford	760 00	3 66	August 5	Butler Springs, Ala.	do	9 11
do	7119	A. Ingram	760 00	3 66	August 13	Marion, Ala.	do	8 11
Marion to Prattsville	7121	Thos. C. Munroe	340 00	9 11	July 27, September 21	Gainesville, Ala.	do	3 19
Gainesville to Livingston	7130	Wm. Kirkpatrick	400 00	9 11	August 29	Prattsville, Ala.	do	8 11
Livingston to Slatow	7131	Robt. Johnson	1, 000 00	4 80	September 21	Old Washington, Ala.	do	36 80
Livingston to Old Washington	7133	do	1, 000 00	4 80	July, August, September 6 times.	Livingston, Ala.	do	4 80
do	7134	do	1, 000 00	4 80	July 24, August 7	Butler, Ala.	Failed to arrive	4 39
Camden to Mt. Vernon	7140	E. F. Gafford	915 00	4 39	August 29	Camden, Ala.	Failed to supply	9 11
do	7141	L. E. Matthews	920 00	9 11	August 23	Newport, Ala.	do	9 11
do	7142	do	920 00	9 11	August 31	Unadilla, Ala.	do	4 80
Doyle to Fort Gaines	7167	Robt. E. Harrell	980 00	4 80	August 28	Unadilla, Ala.	do	91 48
Camden to Gansboro	7168	Jemison & Pickett	980 00	91 48	August 4	Gansboro, Ala.	do	9 88
do	7169	do	6, 704 00	1 44	September 8, 29	Andalusia, Ala.	do	9 91
do	7170	A. Holt	1, 500 00	9 31	July 11	Mobile, Ala.	Failed to arrive in time	50
do	7171	do	530 00	9 31	July 10	Mobile, Ala.	do	11 46
do	7172	A. J. Fletcher	530 00	9 31	July Aug. Sep. 5 times	Jasper, Ala.	Failed to arrive	9 55
do	7173	E. S. Barnett	700 00	9 31	July Aug. Sep. 5 times	Elyton, Ala.	do	3 36
Jasper to Elyton	7181	Thomas L. Reed	198 00	1 91	August, 3 times	Andalusia, Ala.	do	4 40
do	7182	do	198 00	1 91	July, August, 4 times	Andalusia, Ala.	do	3 98
do	7183	do	700 00	1 91	August, 3 times	Andalusia, Ala.	do	3 19
do	7184	do	700 00	1 91	July, August, 3 times	Andalusia, Ala.	do	1 63
do	7185	do	135 00	1 90	July, August, 4 times	Andalusia, Ala.	do	3 93
do	7186	do	304 00	1 96	July 8, 15	Mobile, Ala.	do	9 78
do	7187	do	170 00	1 63	July 3, 5 times	Geneva, Ala.	do	18 19
do	7188	do	1, 887 00	6 04	September 3, times	Winchester, Ala.	do	3 19
do	7189	do	650 00	3 12	September 19	Butler, Ala.	do	20
do	7190	do	175 00	1 63	September 11	Lebanon, Tenn.	Failed to connect	1 63
do	7191	do	170 00	1 63	do	do	Failed to arrive	90
do	7192	do	816 00	3 93	July 3, 26	Perryville, Tenn.	Failed to supply	3 93
do	7193	do	816 00	3 93	July 4	Sparta, Tenn.	Failed to arrive	1 10
do	7194	do	115 00	1 05	July 31	Jamestown, Tenn.	Failed to arrive	1 05
do	7195	do	110 00	1 05	July 3	Pikeville, Tenn.	do	4 90
do	7196	do	110 00	1 05	July 3	Crossville, Tenn.	do	4 90

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
8517	Rutledge to Deadridge	John Chesney	307 00	\$1 47	September 29	Rutledge, Tenn	Failed to arrive	.....	\$1 47
8518	do do	do	307 00	1 57	do	Deadridge, Tenn	do	.....	1 57
8519	Jonesboro to Union Depot	John Edwards	55 00	67	September 14	Jonesboro, Tenn	do	.....	1 34
8521	Seven C B B. Wade's Cove	Philip Edwards	70 00	63	do	Seven C B B. Wade's Cove	do	.....	3 09
8523	Washington to Memphis	Wm C. Walker	319 00	3 69	July 29, September 16	Washington, Tenn	do	.....	3 09
8525	John Daynes	do	440 00	9 11	August 26, September 9	Washington, Tenn	Failed to connect	.....	5 50
8526	Pikeville to Jasper	S. C. McLeod	360 00	1 75	July 3, August 7	Jasper, Tenn	Failed to connect	.....	5 50
8527	Pikeville to Athens	W. C. Sellard	400 00	1 99	August 21, 26	Washington, Tenn	Failed to connect	.....	5 50
8528	Deckard to Pellham	W. B. Barnes	140 00	1 13	July 21, 26	Deckard, Tenn	Failed to arrive	80	.....
8529	Fayetteville to Paducah	W. B. B. Marcum	118 00	1 13	August 14	Fayetteville, Tenn	do	.....	1 13
8530	do do	D. J. Craig	85 00	1 39	July 13	Leoni's Store, Tenn	do	.....	1 39
8531	Columbia to Centerville	Edna Rumba	435 00	3 04	July 31	Centerville, Tenn	do	.....	3 04
8532	Clarksville to Nashville	do	1,000 00	3 04	July 29	Nashville, Tenn	do	.....	3 04
8533	do do	do	1,000 00	3 04	July 29	Clarkville, Tenn	do	.....	3 04
8534	do do	do	1,000 00	3 04	July 29	do	do	.....	3 00
8535	do do	do	1,000 00	3 04	July, September, 5 tms	do	Failed to arrive in time	3 00	.....
8536	Clarksville to Paris	J. T. Duncan	1,670 00	5 35	September, 3 times	do	Failed to take all the mail	9 00	.....
8537	do do	do	1,670 00	5 35	July, 6 times	do	Failed to arrive in time	3 00	.....
8538	do do	J. J. Wiley	4,250 00	13 63	August 26	Jackson, Tenn	Mail bag lost, found, and returned.	5 00	.....
8539	Paris to Columbus	Jas. W. Perry	787 00	9 58	August 4, 7	Olenk, Tenn	Failed to supply	60	.....
8540	Perryville to Red Mound	W. B. Bright	165 75	1 59	April 25, May 23	Decaturville, Tenn	Failed to arrive	3 18	.....
8541	do do	do	165 75	1 59	May 29	Red Mound, Tenn	do	.....	1 59
8542	Clifton to Parick	Geo K. Curry	61 00	58	July 11	Clifton, Tenn	do	.....	58
8543	do do	do	61 00	58	do	Parick, Tenn	do	.....	58
8544	Purdy to Tusculum	R. E. Childs	1,485 00	4 87	July 16, 53	Purdy, Tenn	do	.....	9 94
8545	Bolivar to Tusculum	J. T. Smith	2,095 00	6 31	July, September, 5 tms	Bolivar, Tenn	Failed to connect	7 50	.....
8546	do do	do	2,095 00	6 31	September 3, 34	Hickory Withe, Tenn	Failed to supply	1 00	.....
8547	do do	do	2,095 00	6 31	August 15	Kaigh, Tenn	Failed to arrive	6 31	.....
8548	do do	do	2,095 00	6 31	August 15	Whiteville, Tenn	Failed to supply	40	.....
8549	Bolivar to Wesley	Price & Hicks	297 00	2 85	September 11	Holtville, Tenn	Failed to supply	30	.....
8550	do do	do	297 00	2 85	September 10	Holtville, Tenn	Failed to supply	30	.....
8551	Somerville to Covington	P. A. Johnson	150 00	1 44	August 4	Belmont, Tenn	do	.....	30
8552	do do	John C. Flynn	150 00	1 44	July, 3 times	Whiteville, Tenn	Failed to arrive	4 38	.....
8553	Huntsville to Jamestown	J. N. Curlock	171 00	1 63	July 29	Somerville, Tenn	do	.....	1 63
8554	do do	do	171 00	1 63	July 29	Jamestown, Tenn	do	.....	1 63
8555	do do	do	171 00	1 63	July 29	Huntsville, Tenn	do	.....	1 63
8556	Dover to Hopkistville	R. F. Daniel	300 00	2 85	September 9	Hopkistville, Tenn	Wet mail	1 00	.....
8557	Grayson to Hazlegreen	do	300 00	2 85	September 25	Dover, Tenn	Failed to arrive	3 86	.....
8558	West Liberty to Fairview	John Walsh	944 00	9 15	July 13	Hazlegreen, Ky	do	.....	9 15
8559	do do	do	944 00	9 15	August 3	Fairview, Ky	do	.....	1 92
8560	Prestonburg to Hazard	Stephen M. Farris	300 00	1 99	July 25	Fairview, Ky	Failed to depart	.....	3 84
8561	Hazard to Hazard	David Cooley	250 00	9 40	July 25	Prestonburg, Ky	Failed to arrive	9 40	.....
8562	Hopkinsville to Hazard	J. C. Mc	171 00	1 63	August 10	Frankfort, Ky	do	.....	9 15
8563	Danville to Hazard	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8564	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8565	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8566	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8567	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8568	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8569	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8570	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8571	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8572	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8573	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8574	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8575	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8576	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8577	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8578	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8579	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8580	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8581	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8582	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8583	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8584	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8585	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8586	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8587	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8588	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8589	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8590	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8591	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8592	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8593	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8594	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8595	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8596	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8597	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8598	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8599	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8600	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8601	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8602	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8603	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8604	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8605	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8606	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8607	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8608	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8609	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8610	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8611	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8612	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8613	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8614	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8615	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8616	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8617	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8618	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8619	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8620	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8621	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8622	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8623	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8624	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8625	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8626	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8627	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8628	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8629	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8630	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8631	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8632	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8633	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8634	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8635	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8636	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8637	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8638	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8639	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8640	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8641	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8642	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8643	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8644	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8645	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8646	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8647	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8648	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8649	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8650	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8651	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8652	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8653	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8654	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8655	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8656	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8657	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8658	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8659	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8660	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15
8661	do do	do	319 00	9 15	August 10	Danville, Ky	do	.....	9 15</

8317	Tompkinsville to Livingston.....	W. J. Roberts.....	1 56	September 31.....	Tompkinsville, Ky.....	do.....	1 56
8320	Glasgow to Hardensburg.....	Bedford Gardner.....	9 83	July, Aug., Sept., 4 times	Glasgow, Ky.....	do.....	11 32
8325	do.....	do.....	9 83	July, Aug., Sept., 12 times	Hardensburg, Ky.....	do.....	66 00
8325	Bowling Green to Columbus.....	N. E. Grey.....	16 69	September 28.....	South Union, Ky.....	Mail lost, found, and returned	10 00
8328	Greenville to Hardensburg.....	J. J. Robertson.....	2 93	July 21, August 1.....	Hardensburg, Ky.....	Failed to arrive.....	5 30
8348	Owensboro to Elkhorn.....	F. A. Willingham.....	1 404 00	Sept., September, 3 times	Greenville, Ky.....	Failed to connect.....	4 50
8347	Hopkinsville to Springfield.....	M. C. Rockersmith.....	9 11	September 15, 28.....	Hopkinsville, Ky.....	Failed to arrive.....	4 92
8347	do.....	do.....	9 11	July 7, 17.....	do.....	do.....	1 00
8347	do.....	do.....	9 11	July 11, September, 7 times	do.....	do.....	1 40
8338	Princeton to Cadiz.....	F. H. Shiner.....	1 40	July 11.....	Princeton, Ky.....	Failed to arrive.....	1 67
8338	Princeton to Providence.....	do.....	1 67	July 14.....	do.....	do.....	1 67
8334	Princeton to Madisonville.....	do.....	1 67	July 14.....	do.....	do.....	28 56
8334	do.....	do.....	1 67	July 14.....	Madisonville, Ky.....	do.....	1 00
8340	Jackson to Louisville.....	W. N. Rice.....	1 41	July 12, August, 8 times	Brownsville, Ky.....	Failed to arrive and depart.....	3 84
8345	Hopkinsville to Henderson.....	Robertson Scott, & Ows	4 79	August 28.....	Henderson, Ky.....	Failed to arrive in time.....	403 11
8406	Oliver Hill to Portsmouth.....	Stephen N. Parrish.....	3 84	August 1.....	Oliver Hill, Ky.....	Failed to arrive.....	582 37
8411	Puduch to Juba.....	G. A. Phillips.....	44 79	July 9 times.....	Puduch, Ky.....	do.....	1 30
8411	do.....	do.....	44 79	July 9 times.....	do.....	do.....	2 81
8386	Puduch to Danville.....	John C. Hays.....	1 90	August 15, 13 times	Danville, Mo.....	Failed to arrive.....	2 30
8386	Kirkville to Trenton.....	J. R. Scott.....	9 81	July 28.....	Kirkville, Mo.....	Failed to take mail.....	90
8373	Glasgow to Versailles.....	A. A. Pugh.....	1 08	July 31.....	Glasgow, Mo.....	Failed to connect.....	30
8373	Bonville to Versailles.....	Cape & Buford.....	3 60	August 93.....	Versailles, Mo.....	Failed to connect.....	36 32
8328	Versailles to Georgetown.....	Hardin & Bennett.....	144 90	Quarter ending Sept. 30, 1857.....	On route, Mo.....	Failed to perform service.....	1 64
8328	do.....	do.....	144 90	Suspend pay and refer to contract office Oct. 27, 1857.....	do.....	do.....	4 60
8333	Versailles to Lime Creek.....	George Campbell.....	341 00	August 30.....	Lime Creek, Mo.....	Failed to arrive.....	1 43
8335	Georgetown to Clinton.....	Gateswood, Gateswood & Smith.....	719 00	July 31.....	Georgetown, Mo.....	Failed to arrive and depart.....	1 43
8338	Georgetown to Warrensburg.....	Joshua Holden.....	496 00	July, Sept., 3 times.....	Warrensburg, Mo.....	Failed to arrive.....	1 43
8341	Clinton to Warrensburg.....	E. S. Means.....	140 00	August 10.....	do.....	do.....	1 43
8350	Tuscumbia to Versailles.....	Hardin & Bennett.....	143 70	Contractor suspended pay service; suspend'd pay and refer to contract office October 27, 1857.....	do.....	do.....	1 43
8350	do.....	do.....	143 70	August 7.....	Versailles, Mo.....	Failed to arrive and depart.....	9 74
8354	Lebanon to Springfield.....	W. L. Herrington.....	460 00	September 11.....	Lebanon, Mo.....	Failed to depart.....	9 31
8357	Bolivar to Buffalo.....	Simeon Overturn.....	130 00	September 13.....	Bolivar, Mo.....	Failed to arrive.....	62
8371	Sarcosie to Cassville.....	A. J. Lee.....	198 90	August 4, 11.....	Sarcosie, Mo.....	do.....	9 40
8368	Thomasville to Rockbridge.....	George W. Thomas.....	977 00	August 25.....	Rockbridge, Mo.....	do.....	9 66
9007	Sulphur Springs to Jackson.....	Jac. Tobler.....	9, 153 00	July, Aug, Sept., 8 times.....	Sulphur Springs, Mo.....	do.....	55 12
9021	Jackson to Greenville.....	Thomas G. Johnson.....	195 00	August 16.....	Jackson, Mo.....	do.....	1 87
9043	Herman to Linn.....	Joseph Lessel.....	973 00	July 13.....	Linn, Mo.....	Failed to arrive in time.....	50
9054	Quincy to Fremont.....	John Y. Kennedy.....	150 00	August 18.....	Fremont, Mo.....	Failed to arrive and depart.....	9 80
9058	Calhoun to Warrensburg.....	A. W. Ridings.....	940 00	September 21.....	Warrensburg, Mo.....	Failed to arrive.....	9 30
9201	Kekuk to Keosauqua.....	E. S. Alvord.....	9, 350 00	August 10.....	Keosauqua, Iowa.....	Failed to connect.....	90
9301	Kekuk to Okaloosa.....	do.....	3, 323 00	September 12.....	Eddyville, Iowa.....	Wet mail.....	5 00
9343	Kokut to Burlington.....	do.....	3, 490 00	September 26.....	Burlington, Iowa.....	Failed to arrive.....	97 80
9345	Fort Madison to La Harpe.....	H. H. Barnes.....	575 00	September 26.....	Fort Madison, Iowa.....	do.....	1 81
9315	Fairfield to Sigourney.....	Jac. Shoemaker.....	316 00	September 23.....	Sigourney, Iowa.....	Failed to connect.....	36



*Fines imposed on contractors and deductions made from their pay—Continued.*

N.O.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
9330	Burlington to Muscatine.....	E. S. Alvord .....	\$3,990 00	\$6 30	August 19, .....	Burlington, Iowa.....	Failed to bring through mail	\$3 00	.....
9330	.....do.....	.....do.....	3,990 00	6 30	Sept., Oct., 35 times.....	.....do.....	Failed to deposit mail in post office.	\$5 00	.....
9330	.....do.....	.....do.....	3,990 00	6 30	August 30.....	.....do.....	Failed to take paper mail...	5 00	.....
9331	Mt. Pleasant to Fairfield.....	.....do.....	\$54 00	1 53	July, Aug., 9 times.....	Mt. Pleasant, Iowa.....	Failed to connect.....	3 70	.....
9331	Linton in Iowa City.....	Henry Heiverson.....	375 00	3 50	August 30.....	Iowa City, Iowa.....	Failed to arrive.....	\$3 00	.....
9330	Springfield to Montezuma.....	J. Q. Thompson.....	132 00	.....	Jan. 1, 1857, to May 30, 1857.....	On route, Iowa.....	Failed to perform service.....	49 83	.....
9330	.....do.....	.....do.....	132 00	.....	Remove suspension of pay.....	.....do.....	.....	.....	.....
9334	Iowa City to Fairfield.....	E. S. Alvord .....	3,000 00	4 80	August 17, 18.....	Iowa City, Iowa.....	Failed to connect.....	4 80	.....
9345	Davenport to Walnut Fork.....	Levi Ellis.....	352 00	3 57	July 17.....	Walnut Fork, Iowa.....	Failed to arrive.....	3 57	.....
9350	Dubuque to Davenport.....	Millard & Syngona.....	1,597 00	5 68	July, Aug., 9 times.....	Dubuque, Iowa.....	.....do.....	45 73	.....
9357	Independence to Cedar Falls.....	E. S. Alvord .....	507 00	1 63	Aug. 31, Sept. 7.....	Cedar Falls, Iowa.....	.....do.....	5 00	.....
9357	.....do.....	.....do.....	507 00	1 63	September 23.....	.....do.....	.....do.....	40	.....
9359	Des Moines to Fort Dodge.....	.....do.....	2,400 00	7 93	July 15.....	.....do.....	Failed to arrive in time.....	50	.....
9404	Knoxville to Des Moines.....	Edmund Jones.....	192 00	3 52	September 9.....	Bonanza, Iowa.....	Failed to supply.....	3 54	.....
9414	Bloomfield to Knoxville.....	John B. Shearer.....	333 00	3 52	July 16, Aug. 37.....	Knoxville, Iowa.....	Failed to arrive and depart.....	3 54	.....
9417	Centerville to Alton.....	W. B. Henderson.....	646 00	6 31	September 16.....	Bloomfield, Iowa.....	Failed to arrive.....	6 31	.....
9426	Alton to Adel.....	M. S. Green.....	561 00	5 38	Quitting Sept. 30, 1857.....	Alton, Iowa.....	.....do.....	140 25	.....
9426	.....do.....	.....do.....	561 00	5 38	Suspend pay and refer to contract office Oct. 9, 1857.....	On route, Iowa.....	Failed to perform service.....	.....	.....
9449	Council Bluffs to Omaha.....	Harrison D. Karl.....	300 00	50	August 16.....	Omaha, Iowa.....	Failed to take the mail.....	50	.....
9453	Council Bluffs to Fort Calhoun.....	.....do.....	500 00	1 92	Aug. 15, Sept. 12.....	Fort Calhoun, Iowa.....	Failed to arrive.....	3 84	.....
9480	Dubuque to Cascade.....	H. O. Peirce.....	500 00	1 92	September 18.....	Cascade, Iowa.....	.....do.....	1 92	.....
9504	Quincy to Greenfield.....	Benjamin Tillery.....	254 00	9 40	Quarter ending Sept. 30, 1857.....	On route, Iowa.....	Failed to perform service.....	63 50	.....
9504	.....do.....	.....do.....	254 00	9 40	Suspend pay and refer to contract office.....	.....do.....	.....	.....	.....
9519	Dyersville to Waverly.....	M. O. Walker.....	840 00	8 07	to contract office.....	.....do.....	.....	.....	.....
7301	Gallatin to Natchez.....	Terry & Kilpatrick.....	2,395 00	7 66	July 1 to Sep. 3 times.....	On route, Iowa.....	Failed to perform service.....	48 49	.....
7306	Jackman to Canton.....	R. Graves.....	800 00	3 83	July 24.....	Natchez, Miss.....	Failed to arrive.....	7 66	.....
7314	New Albany to Harrisburg.....	L. Jarvis, Jr.....	149 00	1 43	July, Aug., 3 times.....	Vernon, Miss.....	.....do.....	1 90	.....
7314	.....do.....	.....do.....	149 00	1 43	July 3.....	New Albany, Miss.....	.....do.....	1 43	.....
7315	Canton to La Grange.....	L. & J. A. Sims.....	149 00	1 43	.....do.....	Harrisburg, Miss.....	.....do.....	1 43	.....
7316	Carthage to Gainesville.....	A. M. Woods.....	14,000 00	30 44	July, August, 6 times.....	Canton, Miss.....	Failed to connect.....	40	.....
7316	.....do.....	.....do.....	609 00	5 78	August 13, Sept. 14.....	Carthage, Miss.....	Failed to arrive.....	11 56	.....
7322	Carrollton to Panola.....	L. & J. A. Sims.....	1,400 00	3 65	September 10, 34.....	Gainesville, Miss.....	.....do.....	3 65	.....
7322	.....do.....	.....do.....	1,400 00	3 65	September 19.....	Carrollton, Miss.....	.....do.....	7 30	.....
7326	Grenada to Hopewell.....	W. M. Dillard.....	320 00	1 59	July 13.....	Panola, Miss.....	.....do.....	1 59	.....
7326	.....do.....	.....do.....	320 00	1 59	July 11, 14.....	Grenada, Miss.....	.....do.....	3 18	.....
7326	Grenada to Grensboro.....	W. A. Swift.....	600 00	9 86	August 1.....	Hopewell, Miss.....	.....do.....	3 18	.....
7326	Coebville to Houston.....	Jas. A. Tully.....	1,445 00	4 14	September 17.....	Grensboro, Miss.....	Failed to connect.....	9 86	.....
7326	.....do.....	.....do.....	1,445 00	4 14	.....	Coebville, Miss.....	.....	1 00	.....

[illegible]

*Fines imposed on contractors and deductions made from their pay—Continued.*

SUPPLEMENTARY TO WEEK ENDING SATURDAY, OCTOBER 31, 1857.

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7505	Little Rock to Pittsburg.....	Hanger & Howell.....	\$10,000 00	\$16 03	September 18.....	Little Rock, Ark.....	Failed to arrive.....	.....	\$16 03
7505	.....do.....	.....do.....	10,000 00	16 02	July 29.....	Pittsburg, Ark.....	Wet mail.....	.....	1 52
7504	Taylor's Creek to Batesville.....	Daniel M. Martin.....	1,500 00	4 82	June 18.....	Taylor's Creek, Ark.....	Failed to arrive.....	.....	9 64
7504	.....do.....	.....do.....	1,500 00	4 82	September 9, 13.....	Wiley's Cove, Ark.....	.....do.....	.....	5 76
7504	Batesville to Wiley's Cove.....	W. H. Grigsby.....	300 00	9 88	July 25, August 5.....	Wiley's Cove, Ark.....	.....do.....	.....	3 36
7531	Clinton to Pochontas.....	W. H. Grigsby.....	175 00	1 63	June 14, 21.....	Clinton, Ark.....	.....do.....	.....	5 04
7531	Clinton to Pochontas.....	James Wood.....	175 00	1 63	August, Sept., 3 times.....	Clinton, Ark.....	.....do.....	.....	5 04
7540	Clinton to Kinderhook.....	.....do.....	175 00	1 63	.....do.....	Clinton, Ark.....	.....do.....	.....	5 04
7540	.....do.....	.....do.....	175 00	1 63	.....do.....	Clinton, Ark.....	.....do.....	.....	5 04
7540	Superior to Fort Gibson.....	Henry Boy.....	180 00	1 78	June 19, August 7.....	Kinderhook, Ark.....	.....do.....	.....	3 36
7540	.....do.....	.....do.....	180 00	1 78	.....do.....	Clinton, Ark.....	.....do.....	.....	3 36
7540	Warville to Fort Gibson.....	Thomas N. McClain.....	690 50	3 38	August 30.....	Warville, Ark.....	.....do.....	.....	3 36
7553	Fort Smith to Doakville.....	McDonald & Smith.....	845 00	8 19	September 18, 25.....	Doakville, Ark.....	.....do.....	.....	16 94
7553	.....do.....	.....do.....	845 00	8 19	September 38.....	Fort Smith, Ark.....	.....do.....	.....	8 18
7553	Fort Smith to Fort Gibson.....	Legal representatives of Geo. W. Knox.....	693 00	3 33	September 3.....	.....do.....	.....do.....	.....	3 33
7555	.....do.....	.....do.....	693 00	3 33	September 1.....	Fort Gibson, Ark.....	.....do.....	.....	3 33
7545	Pittsburg to Fort Smith.....	Jno. P. Smith.....	6,753 00	10 83	May, June, 4 times.....	Pittsburg, Ark.....	.....do.....	.....	43 98
7545	.....do.....	.....do.....	6,753 00	10 83	March, April, May.....	.....do.....	Failed to bring paper mail.....	14 00	.....
7565	.....do.....	Stephen D. McDonald.....	6,753 00	10 83	July, 3 times.....	.....do.....	Failed to arrive and depart.....	.....	64 33
7565	.....do.....	Jno. P. Smith.....	3,569 00	10 73	Remove suspension of pay, Oct. 5, 1857.....	.....do.....	.....do.....	.....	.....
7566	.....do.....	Seth J. Howell.....	594 00	9 85	September 3.....	Fort Smith, Ark.....	Failed to arrive.....	.....	9 85
7568	Clarksville to Batesville.....	O. Basham.....	595 00	9 73	July, August, September, 5 times.....	Batesville, Ark.....	.....do.....	.....	98 60
7569	Clarksville to Carrollton.....	.....do.....	339 00	3 26	July, August, September, 4 times.....	Carrollton, Ark.....	.....do.....	.....	13 04
7610	Rockport to Murfreesboro'.....	E. S. Haynes.....	488 00	4 70	August 26.....	Murfreesboro', Ark.....	.....do.....	.....	4 70
7614	Clinton to Buffalo City.....	Mays Griggs.....	375 00	3 61	July 18.....	Buffalo City, Ark.....	.....do.....	.....	3 61
7616	Clarksville to Osage.....	Oliver Basham.....	949 00	9 40	August 4, 25.....	Osage, Ark.....	.....do.....	.....	4 80
7616	.....do.....	.....do.....	949 00	9 40	August 26.....	Clarksville, Ark.....	.....do.....	.....	2 40
7617	Clarksville to St. Paul.....	James Carlisle.....	985 00	9 55	June 23, Sept. 17.....	.....do.....	.....do.....	.....	5 10
7617	.....do.....	.....do.....	985 00	9 55	June, July, August, 3 times.....	St. Paul, Ark.....	.....do.....	.....	7 65
7635	Batesville to Smithville.....	Green B. Jones.....	984 00	9 51	July 6.....	Batesville, Ark.....	.....do.....	.....	9 54
7635	.....do.....	.....do.....	984 00	9 51	July 7.....	Smithville, Ark.....	.....do.....	.....	9 54
7636	Winchester to Batesville.....	.....do.....	997 50	9 86	August 4, Sept. 15.....	Batesville, Ark.....	.....do.....	.....	5 72
7630	Winchester to Homer.....	J. W. Owen.....	434 00	4 17	August 30.....	Wilmington, Ark.....	.....do.....	.....	4 17
7636	Arkadelphia to Hot Springs.....	P. M. Carmichael.....	955 00	9 46	August 29.....	Hot Springs, Ark.....	.....do.....	.....	9 46
7604	Des Arc to Fort Smith.....	Newbern Fletcher.....	4,100 00	19 71	July 25, August 6.....	Fort Smith, Ark.....	.....do.....	.....	39 43
7604	.....do.....	.....do.....	4,100 00	19 71	August 11.....	Sylamore, Ark.....	.....do.....	.....	1 93
7604	Sylamore to Locust Grove.....	Jno. M. Hendey.....	783 00	6 87	September 29.....	Brownsville, Ark.....	.....do.....	.....	6 87
7604	St. Charles to Brownsville.....	D. Crockett.....	783 00	6 87	August 11.....	Clinton, La.....	.....do.....	.....	4 57
7709	Clinton to Palestine.....	Isaac H. Wright.....	475 00	4 57	Aug., Sept., 4 times.....	Palestine, La.....	.....do.....	.....	18 25

7712	Baton Rouge to Clinton	Wm. Elder	2,945 00	4 72	July, August, September, 9 times.	Baton Rouge, La.	Failed to arrive in time	4 50
7791	Washington to Huddleston	J. N. Huddleston	700 00	6 73	September 24	Huddleston, La.	Failed to connect	1 50
7791	do	do	700 00	6 73	September, 15 times.	do	Failed to arrive	100 85
7791	do	do	700 00	6 73	September, 15 times.	Washington, La.	do	47 11
7781	Columbia to Natchitoches	Jac H. Little	735 00	6 57	July 27	Columbia, La.	do	6 97
7781	Cheneyville to Burr's Ferry	J. N. Huddleston	520 00	5 00	July 28	Cheneyville, La.	do	5 00
7783	do	do	520 00	5 00	July 28	Burr's Ferry, La.	do	5 00
7814	Alexandria to Natchitoches	Jac. S. Gibson	5,970 00	19 13	September 2	Shreveport and Natchitoches, La.	Failed to bring the mail	19 00
7891	Clinton to Prospect Hill	J. H. Wright	1,688 00	5 26	August, 10 times	Kemp's Mills, La.	Failed to arrive	5 00
7892	Bastrop to Adison	Robt. A. Phelps	570 00	5 48	Quarter ending September 30, 1857	Adison, La.	do	5 48
15039	Phila Mouth to Kearney City	H. B. Hall	184 00	1 77	Quarter ending September 30, 1857	On route, N. T.	Failed to perform service	46 00
15044	Brownsville to Fort Kearney	Kinney Higgins	900 00	75 00	do	do	do	925 00
15011	Westport to Indiana	E. A. Phillips	904 80	8 76	July 2, 4, 8, 93	Indiana, K. T.	Failed to arrive	1 73
15025	Tennant to Fort Elliot	Edward Hoggland	1,143 00	3 66	September 8, 10	Fort Elliot, K. T.	do	7 32
15039	Leavenworth City to Leecompton	Chas. B. Norris	1,143 00	3 66	September 8	Leavenworth, K. T.	do	3 66
15039	do	do	1,143 00	3 66	September 27	Leecompton, K. T.	do	6 83
15341	Fort Scott to Crawford's Seminary	Alfred Hornbeck	648 00	6 53	September 27	Crawford's Seminary, K. T.	do	6 83
15943	Leecompton to Doniphan	James F. Tonnas	685 00	6 68	August 14	Doniphan, K. T.	do	6 68
15943	do	do	685 00	6 68	August 3	Leecompton, K. T.	do	6 68
15946	Oswatimie to Neosho	Jas. M. Gaswood & Co.	547 00	5 26	July 31	Neosho, K. T.	do	5 26
2036	Charleston to New York	Spofford, Titson & Co.	500 00	9 40	July, 3 times	New York, N. Y.	do	7 50
(old.)	do	do	500 00	9 40	August, 3 times	do	do	7 50
3236	do	do	500 00	9 40	July, 3 times	Charleston, S. C.	do	9 40
3236	do	do	500 00	9 40	August 8	do	do	7 50
3236	do	do	500 00	9 40	September, 3 times	do	do	7 50
3236	do	do	500 00	9 40	September 15, 26	do	do	4 80
6003	Columbus to Edgefield C. H.	Derick Holsenbak	1,974 00	6 33	July 27	New York, N. Y.	do	6 33
6003	do	do	1,974 00	6 33	August 20, 25	Columbia, S. C.	do	19 06
6003	do	do	1,974 00	6 33	do	Edgefield C. H., S. C.	do	19 06
6003	do	do	1,974 00	6 33	do	do	Failed to take the mail	10 00
6004	Lexington C. H. to Calk's Ferry	James W. T. Hays	1,165 00	6 33	September 24, 29	do	Failed to arrive in time	10 00
6015	Sumpterville to Johnsonville	J. B. White	450 00	4 33	July 9	Columbia and Calk's Ferry, S. C.	Wet mail	2 00
6015	do	do	450 00	4 33	July, 4 times	Johnsonville, S. C.	Failed to arrive in time	2 00
6024	Bennettsville to Cheraw	J. L. McCall	400 00	1 30	July 17, 18	Cheraw, S. C.	Failed to arrive	2 00
6034	do	do	400 00	1 30	July 16	do	Wet mail	1 50
6038	Pinerville to Darlington	A. R. & J. M. Bradham	490 00	4 70	August 13	Darlington, S. C.	Failed to arrive	4 70
6038	do	do	490 00	4 70	August 20	do	Wet mail	1 50
6045	Charleston to Pinerville	John Money	775 00	3 73	July 18	Pinerville, S. C.	Failed to arrive	3 73
6045	do	do	775 00	3 73	July 23	do	Failed to arrive in time	75
6046	Charleston to Gillisonville	Benjamin Blount	300 00	10 57	September 3, 14	Gillisonville, S. C.	Failed to connect	5 00
6059	Hamburg to Longmire's Store	John F. Burres	204 00	1 96	July 24, 31	Hamburg, S. C.	Failed to arrive in time	80
6075	Kingtree to Thirty-two-mile House	W. A. C. Whitehead	385 00	3 80	July, 3 times	Kingtree, S. C.	Failed to arrive	11 40
6076	Kingtree to Georgetown	A. R. & J. M. Bradham	947 78	9 37	July 18	do	do	9 37
6090	Yorkville to Camden	Abraham Atkins	990 00	4 75	August, 3 times	Yorkville, S. C.	Failed to arrive in time	3 00
6090	do	do	990 00	4 75	July 29	do	do	1 00

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
6092	Yorkville to Spartanburg O. H.	B. O. Poole	\$598 00	\$3 75	August 19	Spartanburg, S. C.	Failed to arrive		\$5 75
6094	do	do	251 00	3 40	August 8 times	Brianville, S. C.	Failed to supply	\$3 90	
6107	Unionville to Woodruff	B. G. Johnson	166 95	1 60	September 3 times	Meanville, S. C.	do	1 50	
6140	Greenville to Asheville	Bipley & Sawyer	166 95	1 60	September 25	do	do		
6168	Charleston to Kingstree	President Northeastern Railroad Co.	1,449 00	4 54	July 29	Asheville, S. C.	Failed to connect	1 90	
			3,429 00	5 50	September 10	Kingstree, S. C.	Failed to arrive		5 50
6305	Tallahassee to Americus	Wright, Griffin & Martin	5,581 00	17 88	August 2	Tallahassee, Ga.	do		17 88
6305	do	do	5,581 00	17 88	August 31	do	Failed to arrive in time	3 00	
6306	do	do	5,581 00	17 88	July 30	do	Failed to arrive		17 88
6307	Savannah to Piatka and Jacksonville.	John Cunningham	10,000 00	48 00	August 5	Mayport Mill's, Ga.	Failed to supply	5 00	
6307	do	do	10,000 00	48 00	August 5	Jacksonville, Ga.	Failed to connect	13 00	
6339	Griffin to La Grange	R. F. M. Marne	1,850 00	4 00	From July 1 to 7	On route, Ga.	Inferior services	5 90	
6339	do	do	1,850 00	4 00	July 3	La Grange, Ga.	Failed to arrive	4 00	
6340	Griffin to Greenville	do	624 00	9 00	July 6	Griffin, Ga.	do		9 00
6346	do	do	624 00	9 00	July 4	Greenville, Ga.	do		9 00
6346	Fort Valley to Watkinsville	John H. Hose	995 00	3 90	July 29	Fort Valley, Ga.	Failed to connect		46 06
6353	Wareboro' to Reidsville	W. A. McDonald	600 00	5 76	Month of August	Reidsville, Ga.	Failed to arrive and depart		9 90
6399	Alapaha to Jasper	John Frink	300 00	9 90	August 7	Alapaha, Ga.	Failed to arrive		9 90
6399	do	do	300 00	9 90	August 14	Jasper, Ga.	do		9 90
6399	do	do	300 00	9 90	July 3	do	do		9 05
6399	do	do	300 00	9 90	August 11	Madison, Ga.	do		1 17
6377	Trouprville to Madison C. H.	W. E. Howell	914 00	1 92	August 15	Thomasville, Ga.	do		
6406	Thomasville to Micoeakie	Furna Condy	944 00	1 17	August 8	Watkinsville, Ga.	do		
6451	Madison to Watkinsville	C. J. Wian	944 00	9 00	September 23	Elleley, Ga.	Failed to connect	5 00	
6451	Morgantown to Elleley	Henry E. Walker	1,094 00	5 52	September 16	do	Failed to arrive	1 30	
6451	do	do	1,094 00	5 52	September 23	Morgantown, Ga.	Failed to connect		5 52
6451	Morgantown to Cassville	do	1,094 00	5 52	September 23	do	Failed to arrive		3 04
6451	do	do	160 00	1 58	July 3, 17	Oedar Grove, Ga.	do		
6469	Chattanooga to Cedar Grove	Nimrod Jackson	160 00	1 58	July 4	Chattanooga, Ga.	Failed to arrive in time	38	
6469	do	do	160 00	1 58	July 18	do	do		1 58
6501	Blakely to Chattahoochee	Daniel M. Bruner	1,325 00	4 00	July 37	Blakely, Ga.	Failed to arrive		3 85
6519	Thomasville to Bainbridge	John S. McEveas	490 00	3 35	July 30	Thomasville, Ga.	do		3 85
6519	Cartersville to Jasper	John N. Swift	490 00	3 35	July 9	Jasper, Ga.	do		3 35
6519	Cartersville to Dallas	Robert T. McCurdy	145 00	1 40	September, 4 times	Dallas, Ga.	do		
6599	Terminus Brunswick and Florida railroad to Thomasville.	George W. Merrill	6,535 50	90 95	October, 11 times	Dry Lake, Ga.	Failed to connect	11 90	
6599	do	do	6,535 50	90 95	July, 4 times	Thomasville, Ga.	Failed to arrive		83 80
6609	Alligator to Tallahassee	F. A. Stockton	9,744 00	13 90	July 3	Alligator, Fla.	Failed to connect	3 00	
6609	do	do	9,744 00	13 90	August 90	do	do		3 00
6609	do	do	9,744 00	13 90	August, 7 times	Tallahassee, Fla.	Failed to arrive in time	7 00	
6609	do	do	9,744 00	13 90	September 98	Alligator, Fla.	Failed to connect	3 00	
6605	Piatka to Mellonville	Jac Brock	94 00	94 00	September 14, 91	Piatka, Fla.	do		19 00
6610	Newnanville to Ocala	S. Bearborough	1,400 00	7 00	Sept. 24, Oct. 1	Ocala, Fla.	Failed to arrive		14 00

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*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
13313	Metropolis City to Paducah.	J. P. Router	\$285 00	\$0 91	September 18	Metropolis City, Ill.	Failed to arrive and depart.	.....	\$1 83
13315	Vienna to Caledonia	Thomas Boswell	144 50	1 38	August 7	Caledonia, Ill.	Failed to arrive	.....	1 38
13316	Caledonia to Thebes	J. Lacey	585 00	1 87	July 30	Thebes, Ill.	.....do.....	.....	1 87
13318	Jonesboro' to Metropolis City	C. Musgrave	144 50	1 38	August 29	Metropolis City, Ill.	Failed to arrive and depart.	.....	2 76
13327	Sparta to Murphysboro	W. McCormick	900 00	1 93	August 1	Sparta, Ill.	Failed to arrive	.....	1 93
13327	.....do.....	.....do.....	900 00	1 92	August 15	.....do.....	Failed to arrive and depart.	.....	3 84
13327	.....do.....	.....do.....	350 00	3 37	July 8	Mount Vernon, Ill.	Failed to arrive	.....	3 37
13334	Cadyville to Mount Vernon	J. B. Koper	550 00	3 37	July 8	Mount Vernon, Ill.	Failed to arrive	.....	.....
13340	Brighton to Jacksonville	Adgate Drury	550 00	3 84	April 1 to June 30	Fayette, Ill.	Failed to supply	\$13 00	.....
13356	Jacksonville to Carlinville	J. H. Finch	800 00	2 64	July 28	Carlinville, Ill.	Failed to arrive	.....	2 64
13368	Camp Point to Naples	G. W. Finch	1,812 31	5 80	July 10	On route, Ill.	Interior service	.....	1 98
13376	Pulaski to Perry	Enos Cain	190 00	1 83	September 11	Pulaski, Ill.	Failed to arrive	.....	1 83
13383	Nauvoo to Millersburg	A. G. Trimble	391 00	1 87	Sept., 7 times	New Boston, Ill.	Failed to supply	3 50	.....
13382	.....do.....	.....do.....	744 00	2 38	July, Aug., Sept., 29 times.	Oquaba, Ill.	Failed to arrive in time	14 50	.....
13385	Prairie City to Farmington	J. A. Chapman	923 00	1 36	July 13	Farmington, Ill.	Failed to arrive	.....	1 36
13386	Macomb to Lewistown	.....do.....	180 00	1 73	July 29	Lewistown, Ill.	Failed to arrive and depart.	.....	3 46
13386	.....do.....	.....do.....	180 00	1 73	September 3	Macomb, Ill.	.....do.....	.....	3 46
13403	Galesburg to Oolona Station	W. H. Holcomb	383 58	3 78	Aug. 27, Sept. 17	Oolona Station, Ill.	Failed to arrive	.....	7 56
13412	Rock Island to Galesburg	.....do.....	575 08	3 76	July 9	Centre Point, Ill.	Failed to supply	50	.....
13413	.....do.....	.....do.....	575 08	3 76	October, 4 times	Richland Grove, Ill.	.....do.....	.....	.....
13413	.....do.....	.....do.....	1,070 00	3 42	Sept. 7, 23	West Wheeling, Ill.	Failed to arrive	2 00	.....
13462	West Wheeling to Delavan	J. B. Bowen	326 00	2 10	July 19	Carmi, Ill.	.....do.....	.....	.....
13462	Carmi to Burton	George Heifner	180 00	1 82	July, Aug., 3 times	Hickory Hill, Ill.	.....do.....	.....	.....
13513	McLeansboro' to Hickory Hill	Jesse Moore	185 00	1 87	Apr., May, June, 3 times	Charleston, Ill.	Failed to arrive in time	3 50	.....
13531	Calto to Charleston	J. B. Ward	185 00	1 87	Apr., May, June, 6 times	Charleston, Ill.	Failed to arrive	.....	3 35
13531	.....do.....	.....do.....	349 00	3 35	July 15	Macomb, Ill.	Failed to arrive and depart.	.....	6 70
13589	Macomb to Canton	J. B. Penny	349 00	3 35	July 15	Macomb, Ill.	Failed to supply	6 00	.....
13589	.....do.....	.....do.....	50 00	25 00	August 6, 20, 21	Homer, Min. T.	.....do.....	.....	.....
14009	St. Paul to Galena	Orrin Smith	(round trip.)	55 00	August 18, 20	Warner's Landing, Min. T.	.....do.....	4 00	.....
14009	.....do.....	.....do.....	50 00	55 00	August 18, 20	Min. T.	.....do.....	4 00	.....
13597	Rock Island to Galena	J. R. Jones	(round trip.)	55 00	July 14, 16	Hampton, Ill.	Failed to take the mail	4 00	.....
13597	.....do.....	.....do.....	(round trip.)	55 00	August, 3 times	.....do.....	.....do.....	6 00	.....
13597	.....do.....	.....do.....	(round trip.)	55 00	Sept., Oct., 7 times	.....do.....	.....do.....	14 00	.....
13597	.....do.....	.....do.....	(round trip.)	55 00	July 15	.....do.....	Failed to supply	2 00	.....
13597	.....do.....	.....do.....	(round trip.)	55 00	Aug., Sept., 11 times	.....do.....	.....do.....	22 00	.....
13597	.....do.....	.....do.....	(round trip.)	55 00	Sept., Oct., 9 times	.....do.....	.....do.....	18 00	.....
13597	.....do.....	.....do.....	(round trip.)	55 00	July, Aug., 5 times	Bellevue, Ill.	.....do.....	10 00	.....

# OF MAIL CONTRACTORS.

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WEEK ENDING SATURDAY, NOVEMBER 7, 1887.

7854	Galveston to Houston.....	Stieritt & Smith.....	10, 990 00	35 00	September, 3 times.....	Houston, Texas.....	Failed to connect.....	96 25	.....	19 04
7856	Houston to Swartwout.....	Leverett Sherman.....	990 00	922 00	July 9, September 34.....	Swartwout, Texas.....	Failed to arrive.....	9 30	.....	.....
7860	Galveston to Austin.....	F. P. Sawyer.....	2, 579 00	9 33	September 30.....	Houston, Texas.....	Failed to supply.....	4 00	.....	.....
7867	do.....	do.....	9, 579 00	11 41	September 30.....	Houston, Texas.....	Failed to connect.....	2 80	.....	4 83
7881	Houston to Huntsville.....	J. C. Smith.....	2, 561 40	4 33	September 27.....	Tyler, Texas.....	Failed to arrive.....	.....	.....	6 94
7881	Nacogdoches to Tyler.....	Margaret Douglas.....	1, 003 85	4 83	September 25.....	Nacogdoches, Texas.....	do.....	.....	.....	.....
7882	do.....	do.....	1, 003 85	6 94	September 16.....	do.....	do.....	.....	.....	.....
7883	San Augustine to Marshall.....	Joseph F. Palmer.....	1, 573 00	1 54	August, Sept., 3 times.....	Marshall, Texas.....	Failed to arrive in time.....	1 50	.....	19 52
7889	San Augustine to Marion.....	do.....	160 00	19 52	September 4, 18.....	San Augustine, Texas.....	do.....	4 00	.....	.....
7899	Lynchburg to San Augustine.....	do.....	1, 571 00	19 52	September 18.....	Lynchburg, Texas.....	Failed to arrive.....	3 00	.....	.....
7899	do.....	do.....	1, 571 00	19 52	September 25.....	do.....	Failed to connect.....	6 00	.....	.....
7899	do.....	do.....	1, 571 00	19 52	September 25.....	do.....	do.....	.....	.....	.....
7900	Columbus to Mangardes.....	Herman Tracy.....	1, 000 00	10 92	July, 3 times.....	Columbus, Texas.....	Failed to arrive.....	.....	.....	10 92
7907	Kuab to Dallas.....	A. W. Mauldin, legal representative of Loder, deceased.....	2, 571 00	10 92	September 13.....	Dallas, Texas.....	Failed to arrive.....	.....	.....	.....
7907	do.....	do.....	2, 571 00	10 92	June 30, July 26.....	Warsaw Prairie, Texas.....	Failed to supply.....	2 00	.....	1 53
7908	Kuab to Larissa.....	Wade & Jones.....	160 00	1 53	August 94.....	Larissa, Texas.....	Failed to arrive.....	.....	.....	1 53
7910	do.....	do.....	160 00	3 34	August 17.....	Rusk, Texas.....	do.....	.....	.....	3 34
7928	Tyler to Palestine.....	Margaret T. Douglas.....	694 88	3 17	August 6.....	Tyler, Texas.....	do.....	.....	.....	3 17
7938	Daingerfield to Clarksville.....	J. G. Harris.....	990 00	2 68	July 2.....	Clarksville, Texas.....	do.....	.....	.....	2 68
7944	Kaufman to Waxabatchie.....	Cedar Allen.....	579 00	6 60	September 14.....	Kaufman, Texas.....	do.....	.....	.....	6 60
7944	Boham to Dallas.....	Reeves & Butridge.....	687 00	6 60	July 18.....	Dallas, Texas.....	do.....	.....	.....	.....
7944	do.....	do.....	687 00	6 60	July 25.....	do.....	do.....	.....	.....	.....
7944	do.....	do.....	687 00	6 60	July 4 times.....	Louisville, Texas.....	Failed to arrive in time.....	1 50	.....	.....
7944	do.....	do.....	687 00	6 60	July 30.....	do.....	Failed to supply.....	4 00	.....	.....
7949	Dallas to Waco Village.....	A. G. Oampton.....	3, 992 00	12 80	September 19.....	Farmers' Branch, Tex.....	do.....	1 00	.....	.....
7949	do.....	do.....	3, 992 00	12 80	September 29.....	Dallas, Texas.....	Failed to arrive in time.....	10 00	.....	.....
7949	do.....	do.....	3, 992 00	12 80	September 15.....	do.....	Failed to deliver all the mail.....	3 00	.....	.....
7953	Oreckett to Livingston.....	Legal representatives of Benj. M. Wilson, deceased.....	590 00	5 58	July 1.....	Livingston, Texas.....	Wet mail.....	.....	.....	5 58
7953	do.....	do.....	590 00	5 58	July 1.....	Livingston, Texas.....	Failed to arrive.....	.....	.....	.....
7963	Austin to Cameron.....	James D. Overton.....	399 00	3 84	September 8.....	Austin, Texas.....	do.....	.....	.....	3 84
7976	Victoria to Richmond.....	Benj. Adair.....	1, 140 00	10 96	September, 4 times.....	Richmond, Texas.....	do.....	.....	.....	43 84
7976	do.....	do.....	1, 140 00	10 96	September 12, 19.....	Victoria, Texas.....	do.....	.....	.....	81 96
7985	Mount Pleasant to Brason.....	W. P. Neale.....	2, 000 00	7 10	September 10.....	Brasonville, Texas.....	Failed to connect.....	80	.....	7 10
7985	Liberty to Nacogdoches.....	W. Wilson.....	738 00	3 21	September 21.....	Palestine, Texas.....	Failed to arrive.....	.....	.....	94 00
7998	do.....	do.....	738 00	3 21	September 21.....	Liberty, Texas.....	do.....	.....	.....	6 99
8019	Tyler to Athens.....	Joseph F. Palmer.....	1, 350 00	2 33	August 16, Sept. 13.....	Tyler, Texas.....	do.....	.....	.....	.....
8021	Stamville to Kaufman.....	Margaret T. Douglas.....	943 60	2 36	August 16, Sept. 13.....	Kaufman, Texas.....	Failed to arrive in time.....	6 00	.....	.....
8026	Stamville to Gainesville.....	Wm. Irely.....	500 00	4 36	August, 5 times.....	Bason Springs, Texas.....	Failed to supply.....	10 50	.....	11 54
8038	Brenham to Cameron.....	James L. Atchison.....	945 00	5 77	April 30 to Sept. 30.....	Cameron, Texas.....	Failed to arrive.....	.....	.....	.....
8063	Dallas to Fort Belknap.....	C. J. Stockbridge.....	600 00	16 34	August 4, 25.....	Fort Belknap, Texas.....	Failed to connect.....	4 00	.....	.....
8105	Austin to Fredericksburg.....	Burney & Fuller.....	1, 700 00	6 15	September 9.....	Austin, Texas.....	Failed to arrive.....	.....	.....	6 15
8105	do.....	H. W. Branch.....	646 00	6 15	August 5.....	Fredericksburg, Texas.....	do.....	.....	.....	6 15
8107	Austin to Waco.....	do.....	940 00	7 23	August 5.....	Waco, Texas.....	Failed to arrive in time.....	20 00	.....	.....
8107	do.....	do.....	751 00	7 23	July, Aug., Sept., 10 times.....	Austin, Texas.....	do.....	18 00	.....	14 44
8107	do.....	do.....	751 00	7 23	August, Sept., 9 times.....	Waco, Texas.....	Failed to arrive.....	.....	.....	3 65
8111	Austin to Burnett.....	J. B. Brantley.....	280 00	2 24	September 25, 30.....	Austin, Texas.....	do.....	.....	.....	2 24
8111	do.....	do.....	280 00	2 24	September 12.....	Austin, Texas.....	do.....	.....	.....	2 24



## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half rip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
8111	Austin to Burnett.....	J. R. Brantley.....	\$390 00	\$3 65	August 5.....	Austin, Texas.....	Failed to connect.....	\$0 90	\$3 56
8112	do do.....	do do.....	390 00	3 65	August 4.....	Burnett C. H., Texas.....	Failed to arrive.....	.....	3 55
8125	Austin to Decatur.....	Burney & Fuller.....	370 00	3 55	August 31.....	Altamont, Texas.....	do do.....	.....	3 55
8126	do do.....	do do.....	370 00	3 55	September 1.....	Altamont, Texas.....	do do.....	.....	1 60
3046	Reading to Harrisburg.....	W. K. Hatcher.....	1,000 00	1 98	July 14.....	Harrisburg, Penn.....	Failed to connect.....	30	.....
3172	Tunchhannock to Montrose.....	W. K. Hatcher.....	400 00	1 98	September 23.....	Tunchhannock, Penn.....	Failed to connect.....	.....	54 72
3186	Montrose to Richmond.....	Jno. W. Webber.....	450 00	1 44	July 6 to Sept. 30, 34 times.....	On route, Penn.....	Failed to perform entire ser-vice.....	.....	.....
3208	Cardale to Stoughton.....	H. W. McCulloch.....	195 00	1 90	August 27.....	Cardale, Penn.....	Failed to arrive in time.....	30	4 48
3239	Northumberland to Wilkesbarre.....	Benj. F. Wells.....	9,800 00	4 48	September 17.....	Northumberland, Penn.....	do do.....	.....	50 68
3300a	Altoquippa to Bedford.....	B. W. Garretson.....	9,194 00	9 30	From Sept. 1 to Sept. 28 times.....	On route, Penn.....	Omitted part of service.....	.....	.....
3306	Ebensburg to Butler.....	John Ritchey.....	1,185 00	5 74	July 7.....	Ebensburg, Penn.....	Failed to arrive in time.....	50	.....
3313	Greensburg to Logan's Ferry.....	James E. Tarr.....	349 00	1 68	July 94.....	Logan's Ferry, Penn.....	Failed to connect.....	40	.....
3313	do do.....	do do.....	249 00	1 68	July 31.....	do do.....	Failed to arrive.....	.....	1 68
3313	do do.....	do do.....	349 00	1 68	July 31.....	Greensburg, Penn.....	do do.....	1 50	.....
3322	Indiana to Curwinstown.....	John Jamison.....	590 00	9 83	September 28.....	Curwinstown, Penn.....	Wet mail.....	1 80	.....
3366d	Clinton to Meadville.....	John Wrightman.....	1,757 50	9 86	August 6 times.....	Clanton, Penn.....	Failed to arrive in time.....	1 00	.....
3378	Brookville to Orsiville.....	Piper & Lightcap.....	685 00	1 11	August 31.....	Brookville, Penn.....	do do.....	.....	1 11
3378	do do.....	do do.....	685 00	1 11	September 23.....	Warren, Penn.....	do do.....	.....	8 00
3387	Franklin to Warren.....	Hill & Webber.....	9,500 00	4 00	July 6, 11.....	On route, Penn.....	Inferior service.....	.....	16 54
3393	Mercer to Enon Valley.....	William Latox.....	1,500 00	9 44	July 1 to Sept. 30.....	New Brighton, Penn.....	Failed to connect.....	1 80	.....
3406	New Brighton to Newcastle.....	Nich. Shippey.....	450 00	9 44	Aug. 4, 6.....	Bradford, Penn.....	Failed to arrive in time.....	50	.....
3469	Bradford to Tuna.....	Benj. Jewett.....	300 00	48	Aug. 1.....	do do.....	Failed to arrive.....	.....	48
3469	do do.....	do do.....	300 00	48	Aug. 59.....	do do.....	Driver drunk, mail lost; found two miles from Ellensburg, uninjured.....	1 00	.....
3471	Cowdersport to Wellsville.....	Mills & Van Buren.....	350 00	56	Aug. 6.....	do do.....	do do.....	.....	.....
3479	Sinnamahoning to Smithport.....	A. E. Gallup.....	149 51	1 44	July 16, 23.....	Sinnamahoning, Penn.....	Failed to arrive and depart.....	.....	5 76
3488	Shoddsaville to Nagleaville.....	Henry Sandford.....	900 00	1 44	July 1.....	Nagleaville, Penn.....	Failed to arrive.....	.....	1 44
3488	do do.....	do do.....	900 00	1 44	September 19.....	do do.....	Wet mail.....	1 00	.....
3492	Bristol to Dollyington.....	Jos. Kendall.....	350 00	1 19	July, 3 times.....	Dollyington, Penn.....	Failed to arrive.....	.....	3 33
3498	do do.....	do do.....	350 00	1 19	do do.....	Bristol, Penn.....	do do.....	.....	3 33
3501	New Washington to Punxsutauny.....	E. H. McCleave.....	648 00	9 07	August 23.....	Punxsutauny, Penn.....	do do.....	.....	9 07
3501	do do.....	do do.....	648 00	9 07	September 11.....	New Washington, Pa.....	do do.....	.....	9 07
3501	Head of Sasasfras to Denton.....	Thomas Murphy.....	1,109 07	1 77	August 23.....	Head of Sasasfras, Md.....	do do.....	.....	1 77
3572	Raleigh to Augusta.....	Thomas J. Welborne.....	1,363 00	6 55	Remit deduction of \$26 30. (See Appendix.).....	do do.....	do do.....	.....	.....
7391	do do.....	do do.....	1,363 00	6 55	do do.....	do do.....	do do.....	.....	.....
7391	Westville to Salem.....	Simon Stough.....	760 00	1 91	July 17.....	Salem, Ohio.....	Failed to connect.....	30	.....
9010	Ashland to Rochester Depot.....	Daniel A. Baker.....	198 00	94	July 7, 17.....	Rochester Depot, Ohio.....	do do.....	.....	1 88
9157	Zanesville to Columbus.....	E. Orndorff.....	1,495 00	9 05	July, Aug., Sept., 13 times.....	On route, Ohio.....	Failed to perform Sunday service.....	.....	59 90
9203	Athens to Marietta.....	H. T. Hoyt.....	1,190 00	3 81	May 1 to Sept. 30, 1857.....	do do.....	Inferior service.....	.....	100 58

9323	Milford to Blanchester.....	Jos. W. Fisher.....	214 00	2 05	July 16.....	West Woodville, Edenton, & Beilfast, Ohio, Youngstown & New-castle, Ohio.....	Failed to supply.....	1 50	.....
9407	Cleveland to Newcasle.....	President Cleveland and Mahoning Railroad Co. Wm. Dana.....	3,033 00	.....	July 1 to Sept. 30.....	.....	Failed to perform service.....	.....	53 96
9469	Elkador to Independence.....	.....	319 00	.....	.....	.....	Contractor abandoned service; suspend pay, and report to contract office, Nov. 5, 1857.	.....	.....
7851	New Orleans to Indianola.....	Harris & Morgan.....	45,000 00	135 48	July 7.....	N. Orleans from Galveston, Texas.....	Failed to arrive.....	.....	135 42
7851	.....do.....	.....do.....	45,000 00	43 89	July, Aug., 3 times.....	Galveston from Indianola, Texas.....	.....do.....	.....	131 67
7851	.....do.....	.....do.....	45,000 00	43 89	Aug. 10, 17.....	Indianola from Galveston, Texas.....	Failed to bring paper mail.....	40 00	.....
7738	Harrisonburg to Natches.....	Thomas M. Morris.....	2,900 00	6 35	Aug., Sept., 16 times.....	Harrisonburg, La.....	Failed to connect.....	16 00	.....
7738	.....do.....	.....do.....	3,900 00	6 35	Remit fine of \$7 50. (See Appendix.)	.....	.....	.....	.....
7738	.....do.....	.....do.....	3,900 00	6 35	Remit fine of \$19 50. (See Appendix.)	.....	.....	.....	.....
14504	Indianapolis to Terre Haute.....	E. B. Alvord.....	11,100 00	17 79	Aug. 17.....	Indianapolis, Ind.....	Failed to connect.....	4 00	.....
14507	Indianapolis to Crawfordsville.....	John Letter.....	850 00	8 17	Aug. 15.....	.....do.....	Failed to arrive.....	.....	8 17
14573	Lafayette to Kokomo.....	Henry Williams.....	900 00	1 93	July, Aug., Sept., 6 times.....	Pettit, Ind.....	Failed to supply.....	3 00	.....
14681	Marion to New Bremen.....	John Connor.....	400 00	3 84	July 25.....	Marion, Ind.....	Failed to arrive.....	.....	3 84
14681	.....do.....	.....do.....	400 00	3 84	July 9.....	New Bremen, Ind.....	.....do.....	.....	3 84
14706	Goshen to Plymouth.....	Robert McKoury.....	150 00	1 44	July 9, Sept. 17.....	Plymouth, Ind.....	.....do.....	.....	2 88
14779	Tipton to Wabash.....	John Green.....	300 00	2 88	July 17.....	Wabash, Ind.....	.....do.....	.....	2 88
14789	Mishawaka to Bremen.....	Henry S. Harris.....	149 00	1 43	July 4.....	Mishawaka, Ind.....	.....do.....	.....	1 43
14789	.....do.....	.....do.....	149 00	1 43	July 4.....	Bremen, Ind.....	.....do.....	.....	1 43
3930	Annapolis to Forest Home.....	John Wise, Jr.....	70	67	Dec. 3, 1856, to Sept. 16, 1857, 41 times.....	Johnson's Store and Forest Home, Md.....	Failed to perform 3d weekly trip.....	.....	37 47

## SUPPLEMENTARY TO WEEK ENDING SATURDAY, NOVEMBER 7, 1857.

8347	Hopkinsville to Springfield.....	M. C. Hockersmith.....	440 00	2 11	October, 5 times.....	Sadlerville, Ky.....	Failed to supply.....	5 00	.....
13868	Milwaukee to Sheboygan.....	E. B. Ward.....	1,500 00	2 40	Aug., Sept., Oct., 11 times.....	Sheboygan, Wis.....	Failed to arrive.....	.....	26 40
13868	.....do.....	.....do.....	1,500 00	2 40	Aug., Sept., Oct., 13 times.....	Milwaukee, Wis.....	.....do.....	.....	31 20
13705	Oshkosh to Portage City.....	Davis & Moore.....	2,940 00	9 48	May, June, July, Aug., 6 times.....	Oshkosh, Wis.....	Failed to supply.....	3 00	.....
13711	Green Bay to Menasha.....	C. D. Davis.....	1,160 00	1 85	September 26.....	Menasha, Wis.....	Failed to connect.....	.....	.....
13713	Green Bay to Marietta.....	Eliska Morrow.....	790 00	6 93	Aug. 17, 23.....	Oconto, Wis.....	Failed to supply.....	40	.....
13731	Madison to Galena.....	Davis & Moore.....	4,900 00	7 85	July, Aug., 8 times.....	Madison, Wis.....	.....do.....	9 00	.....
13723	Arena to Dodgeville.....	Henry Rowell.....	119 00	1 05	Aug. 31.....	Dodgeville, Wis.....	Failed to arrive in time.....	6 00	.....
13833	Muskegon to Quincy.....	Graham & Hopkins.....	350 00	3 36	July, Aug., 7 times.....	Quincy, Wis.....	Failed to arrive.....	20	.....
13743	Janesville to Galena.....	Davis & Moore.....	2,750 00	13 01	Sept. 29, 30.....	Wetla, Wis.....	Wet mail.....	10 00	53 53
13777	La Crosse to Black River Falls.....	W. McConnell.....	975 00	9 64	Sept. 16.....	Black River Falls, Wis.....	.....do.....	9 00	.....
13779	Prescott to Falls of St. Croix.....	J. Abear.....	406 00	3 90	Sept. 30.....	Falls of St. Croix, Wis.....	Failed to arrive.....	.....	3 90

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
13792	Portage City to Sauk City.....	Davis & Moore.....	\$632 00	\$3 96	July, 5 times.....	Sauk City, Wis.....	Failed to arrive.....	.....	\$19 80
13794	Portage City to Stevens' Point.....	W. Wigginton.....	945 00	3 35	July 29.....	Stevens' Point, Wis.....	Failed to arrive in time.....	\$3 50	3 37
13796	.....do.....	.....do.....	536 80	3 27	July 29.....	.....do.....	.....do.....	.....	9 95
13799	Neshkova to Waussena.....	J. Marthan.....	173 00	1 06	Aug., Sept., 6 times.....	Neshkova, Wis.....	.....do.....	.....	4 96
13810	Chippewa Falls to North Pepin.....	H. S. Allen & Co.....	566 00	2 40	July 1.....	Chippewa Falls, Wis.....	.....do.....	.....	54 48
13833	Orion to Black River Falls.....	Graham & Hopkins.....	849 00	8 16	July 3, 5 times.....	Black River Falls, Wis.....	.....do.....	.....	8 16
13838	.....do.....	.....do.....	849 00	8 16	July 30.....	Orion, Wis.....	.....do.....	.....	.....
13839	.....do.....	.....do.....	849 00	8 16	Sept. 17, 34.....	Black River Falls, Wis.....	Failed to arrive in time.....	9 00	10 32
13843	Hudson to St. Paul.....	Wheeler & Nichols.....	945 00	9 74	July, Aug., 7 times.....	Hudson, Wis.....	Failed to arrive.....	.....	56 36
13846	Black River Falls to Nellville.....	James O. Nell.....	400 00	1 02	July 4, 8.....	Black River Falls, Wis.....	Failed to arrive.....	.....	3 64
13900	Owensboro' to Elktion.....	F. A. Willingham.....	1,894 00	6 38	Sept., Oct., 10 times.....	Lead Hill, Ky.....	Failed to supply.....	5 00	.....

WEEK ENDING SATURDAY, NOVEMBER 14, 1887.

7084	Chickasaw to Buzzard's Roost.....	Geo. W. Wilburn.....	74 00	71	Service discontinued; remove suspension Nov. 13, 1887.	.....	.....	.....	.....
7139	Livingston to Old Washington.....	R. Johnson.....	1,000 00	4 80	Suspend pay, and refer to contract office, Nov. 13, 1887.	.....	.....	.....	.....
8539	Bevier C. H. to Cusher's Valley.....	Philip Beaton.....	964 00	9 88	July 10.....	Cusher's Valley, Tenn.....	Failed to arrive.....	.....	2 88
1403	St. Paul to Falls of St. Croix.....	C. A. Bromley.....	574 89	1 84	July, 4 times.....	Sullwater, Min. T.....	Failed to arrive in time.....	3 00	7 36
14003	.....do.....	.....do.....	574 89	1 84	.....do.....	.....do.....	Failed to arrive.....	1 00	.....
14003	.....do.....	.....do.....	574 89	1 84	Aug. 6, Sept. 19.....	.....do.....	Failed to arrive in time.....	.....	5 52
14003	.....do.....	.....do.....	574 89	1 84	Aug. 3 times.....	.....do.....	Failed to arrive.....	.....	3 68
14003	.....do.....	.....do.....	574 89	1 84	July 27, 31.....	Falls of St. Croix, M. T.....	.....do.....	50	.....
14003	Taylor's Falls to Superior.....	G. E. Nettleton.....	2,925 00	9 37	Sept. 9.....	Superior, Min. T.....	Failed to arrive in time.....	.....	9 37
14008	.....do.....	.....do.....	2,925 00	9 37	Sept. 7, 11.....	.....do.....	Failed to arrive in time.....	4 00	.....
14008	.....do.....	.....do.....	2,925 00	9 37	July, August, 7 times.....	.....do.....	Failed to arrive.....	.....	65 59
14008	.....do.....	.....do.....	2,925 00	9 37	Suspend pay, Nov. 13, 1887.	.....do.....	Failed to arrive.....	.....	.....
14038	Henderson to Modera.....	J. R. Brown.....	100 00	9 08	August 19.....	Stour Agency, Min. T.....	Failed to arrive.....	.....	9 08
14038	Beaver Bay to Superior.....	Thomas Clark, Jr.....	370 00	15 41	July 5.....	Beaver Bay, Min. T.....	.....do.....	.....	15 41
14037	Beaver Bay to Grand Portage.....	.....do.....	600 00	25 00	July 23.....	.....do.....	Failed to arrive and depart.....	.....	60 00
14039	Brownsville to Elliotus.....	D. A. J. Baker.....	150 00	1 44	Sept., Oct., 6 times.....	Bellville, Min. T.....	Failed to supply.....	9 70	.....
14040	.....do.....	.....do.....	150 00	1 44	August 30.....	Elliotus, Min. T.....	Failed to arrive.....	.....	1 44
14040	Brownsville to Traverse des Sioux.....	.....do.....	200 00	1 68	April 1 to August 31.....	Traverse des Sioux, Min. T.....	Failed to perform service.....	.....	63 33
14040	.....do.....	.....do.....	200 00	1 68	Suspend pay, Nov. 13, 1887.	.....do.....	.....do.....	.....	.....

14048	Redwing to Shakopee	.....do.....	100 00	98	July 7, .....	Shakopee, Min. T. ....	Failed to arrive in time.	95	96
14049	do	.....do.....	100 00	98	July 14, .....	do	Failed to arrive	.....	74 91
14050	St. Paul to Sioux City	Sabcock & Marsh	1,100 00	94 87	July, Aug., Sept., 3 times.	Sioux City, Min. T. ....	.....do.....	.....	.....
14056	Redwing to Blue Earth City	J. Outer	450 00	4 60	August 5, .....	Blue Earth City, Min. T. ....	do	.....	4 60
14057	Redwing to Le Seur	J. J. Brackett	500 00	4 90	July, 4 times.	Le Seur, Min. T. ....	do	.....	19 94
14064	St. Paul to Chongwatsana	S. S. Parsons	1,150 00	11 05	August 14, .....	Chongwatsana, Min. T. ....	do	.....	11 05
14064	do	do	1,150 00	11 05	August 3, 34, .....	St. Paul, Min. T. ....	do	.....	22 10
14068	St. Cloud to Superior	Miller & Briabin	1,300 00	10 76	July, Aug., Sept., 9 times.	St. Cloud, Min. T. ....	do	.....	96 84
14068	do	do	1,300 00	10 76	July, Aug., Sept., 9 times.	Superior, Min. T. ....	do	.....	96 84
14068	do	do	1,300 00	10 76	Suspend pay, Nov. 13, 1857.	do	do	.....	.....
14077	Shakopee to Fort Eldgely	S. S. Parsons	900 00	8 65	Aug., Sept., 7 times.	Shakopee, Min. T. ....	Failed to arrive in time.	14 00	.....
14077	do	do	900 00	8 65	August 1, 8	do	Failed to arrive	.....	17 30
14077	do	do	900 00	8 65	August 1, 8	do	do	.....	34 60
14078	Shakopee to Fairbank	Miller & Briabin	750 00	7 81	July, Aug., 7 times.	do	Failed to arrive and depart.	.....	100 94
14081	Glencoe to Traverse des Sioux	Nathan Myrick	55 00	.....	July 1 to Sept. 30, .....	On route, Min. T. ....	Failed to perform service.	.....	6 25
14081	do	do	55 00	.....	Suspend pay, Nov. 13, 1857.	do	do	.....	.....
14093	Turket Lake to South Bend	Wm. B. Gere	200 00	1 92	July, Aug., Sept., 13 times.	South Bend, Min. T. ....	Failed to arrive	.....	46 06
14096	Chatfield to La Crosse	Wheeler & Nichols	600 00	5 76	July 8, 15	Chatfield, Min. T. ....	do	.....	11 52
14104	Little Falls to Superior	Miller & Briabin	1,000 00	19 23	July, Aug., Sept., 4 times.	Superior, Min. T. ....	do	.....	76 93
14104	do	do	1,000 00	19 23	July 11, August 8, .....	do	do	.....	38 46
14112	Le Crescent to Chatfield	Wheeler & Nichols	600 00	5 76	July 7, .....	Little Falls, Min. T. ....	do	.....	5 76
14114	Taylor's Falls to Bayfield	Miller & Briabin	1,000 00	18 98	July, 4 times.	Le Crescent, Min. T. ....	do	.....	5 76
14114	do	do	1,000 00	18 98	July, Aug., Sept., 9 times.	Taylor's Falls, Min. T. ....	do	.....	73 04
14114	do	do	1,000 00	18 98	July, Aug., Sept., 9 times.	Bayfield, Min. T. ....	do	.....	164 34
14114	do	do	1,000 00	18 98	Suspend pay, Nov. 13, 1857.	do	do	.....	.....
14115	La Crosse to Decorah	Wheeler & Nichols	600 00	5 76	July 9, 16	La Crosse, Min. T. ....	Failed to arrive	.....	11 52
7348	Eastport to Aberdeen	Jenison Ficklin	2,777 00	1 83	July, Aug., 5 times.	Juka, Miss	Failed to connect	9 95	.....
7348	do	do	2,777 00	1 83	August, 35 times	Aberdeen, Miss.	do	.....	.....
7366	Hurbert to Greensboro	do	2,318 21	7 43	Aug., Sept., 9 times	Greensboro, Miss.	do	13 50	.....
7366	Brandon to Clinton	do	3,539 64	5 67	August 6, .....	Brandon, Miss.	do	9 00	.....
7366	do	do	3,539 64	5 67	August 14, .....	do	do	.....	.....
7496	Macon to Carrollton	Green T. Hill	4,140 00	19 67	August, Sept., Oct.	On route, Miss	Failed to arrive	5 76	.....
7496	do	do	4,140 00	19 67	July, 10 times	Inferior service	do	57 00	.....
7496	do	do	6,140 00	19 67	do	Carrollton, Miss.	Failed to arrive	183 50	.....
7496	do	do	6,140 00	19 67	do	Macon, Miss	do	183 50	.....

WEEK ENDING SATURDAY, NOVEMBER 31, 1857.

4007	Graceham to Sabillville	R. H. McCleave	219 00	70	September 6	Sabillville, Md.	Failed to arrive	.....	70
8496	San Augustine to Marshall	Jos. F. Palmer	1,273 00	6 54	Remit fine of \$3 50	(See Appendix.)	Failed to connect	.....	.....
8496	Russellville to Bristol	Kent, Ficklin & Peyton	1,890 00	6 03	May 20	Russellville, Tenn.	Failed to arrive	1 50	.....
8496	Russellville to Blountville	do	1,890 00	6 03	June 1, 19	Blountville, Tenn.	Failed to arrive	13 06	.....
8496	do	do	1,299 00	4 16	Aug. 37, Sept. 5	do	Failed to connect	2 00	.....

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
9123	Canal Dover to Apple Creek ...	And. Stewart .....	\$477 00	...	November 10 .....	Apple Creek, Ohio...	Wet mail .....	...	...
14710	Fort Wayne to Winchester .....	Geo. W. Temple .....	690 00	...	November 7 .....	Decatur, Ind. ....	do .....	\$1 00	...
7011	Fortumpka to Randolph .....	N. Jemison .....	300 00	...	Jan. 1 to Oct. 31, 1857.	On route, Ala. ....	Failed to perform two of the weekly trips.	1 50	\$166 06

WEEK ENDING SATURDAY, NOVEMBER 26, 1857.

7089	Reform to Pickensville .....	Thos. A. Gladney .....	448 93	93	April 31 to September 30.	Cannelton and Pickensville, Ala. ....	Failed to run but 3 trips per week.	...	65 30
7150	Camden to Mt. Pleasant .....	S. P. Gafford .....	915 00	4 39	July 24, August 7 .....	Mt. Pleasant, Ala. ....	Failed to arrive .....	...	8 78
7169	Coffeewille to Mt. Vernon .....	W. F. Brunson .....	1,654 00	5 85	July 18, August 29 .....	Coffeewille, Ala. ....	do .....	...	11 70
7249	Builer to Quitman .....	A. G. Horn .....	650 00	3 13	September 17 .....	Quitman, Ala. ....	do .....	...	3 13
7231	Coffeewille to Pontotoc .....	John Kelly .....	600 00	9 88	August 1, 5 .....	Coffeewille, Miss. ....	do .....	...	5 78
7231	do .....	do .....	600 00	9 88	July, August, 5 times.	Pontotoc, Miss. ....	do .....	...	14 40
7275	Louisville to Union .....	John Wright .....	578 00	9 77	August 31 .....	Notopate, Miss. ....	Failed to supply .....	50	...
7406	Summit to Oayta .....	M. J. Whitworth .....	963 04	1 54	May, June, July, 4 times.	Liberty, Miss. ....	Failed to arrive .....	...	6 16
8189	Port Oak Springs to Washington	Jas. T. Nanny .....	987 00	1 33	July, 3 times .....	Washington, Tenn. ....	do .....	...	3 99
7083	Fayette to Pickensville .....	Jos. B. Nun .....	300 00	9 88	September 3, 10 .....	Pickensville, Ala. ....	do .....	...	5 76
7193	Mt. Vernon to Mobile .....	E. S. Barnett .....	700 00	9 94	Remit fine of 50 cts. (See Appendix.)	...	do .....	...	...
7203	Canton to Columbus .....	Jemison & Ficklin .....	10,113 00	16 90	November 8 .....	Canton, Miss. ....	Wet mail .....	3 00	...
14640	Muncietown to New Corydon ..	John Conner .....	365 00	91	November 7 .....	New Corydon, Ind. ....	do .....	1 00	...
9005	Wheeling to Rochester .....	Preston Roberts, Jr. ....	9,500 00	4 00	August 17 .....	Rochester, Ohio .....	Failed to arrive .....	...	4 00
13080	Royal Oak to Lakeville .....	Ira S. Pearson .....	134 00	48	Contractor abandoned service. Susp'd pay, November 27, 1857.	...	do .....	...	...
13081	Royal Oak to Almost .....	G. Alexander .....	923 00	35	do .....	...	do .....	...	...
14077	Shakopee to Fort Midgey .....	L. L. Parsons .....	900 00	8 65	do .....	...	do .....	...	...
7958	Austin to San Antonio .....	B. A. Elmer .....	9,700 00	8 65	November 14 .....	San Antonio, Tex. ....	Wet mail .....	3 00	...

WEEK ENDING SATURDAY, DECEMBER 5, 1857.

8400	Jackson to Boonville .....	William N. Rice .....	147 00	1 41	Remit deduction of \$53 56. (See App.)	...	...	...	...
7230	Coffeewille to Houston .....	John Kelly .....	1,900 00	3 84	Remove suspension of pay. Route relet.	...	...	...	...
7507	Knorrville to Kingston .....	W. F. Lowry .....	925 00	2 16	November 30 .....	Knorrville, Tenn. ....	Wet mail .....	1 50	...

WEEK ENDING SATURDAY, DECEMBER 19, 1857.

7630	Hillsboro to Marion.....	E. M. Owen .....	389 00	1 87	Route reliev. Remove suspension of pay, December 10, 1857.	.....	.....	.....
8300	Glasgow to Hardinburg.....	Bedford Gardiner.....	885 00	9 83	Surplus pay, and re-fer to contract of Oct. 15, Dec. 7, 1857.	.....	.....	.....
12363	Camp Point to Naples.....	G. W. Finch.....	1,919 31	8 80	November 19, 30.....	Failed to carry the mail.....	.....	5 80
12368	.....do.....	.....do.....	1,919 31	5 80	.....	Failed to arrive in time.....	.....	2 00

WEEK ENDING SATURDAY, DECEMBER 19, 1857.

1114	Burlington to Keosauqua.....	John B. Tufts.....	350 00	58	December 5.....	Burlington, N. Y.....	Failed to arrive.....	56
1155	Adams to Copenhagen.....	Wallace Gaines.....	550 00	9 88	November 19.....	Adams, N. Y.....	.....do.....	2 64
1167	Cobleskill to Roseboom.....	Orson Root.....	374 00	2 38	Oct. 15, Nov. 10.....	Cobleskill, N. Y.....	.....do.....	2 39
1169	Richmondville to Davenport.....	.....do.....	680 00	1 08	October, November, December, 8 times.....	Roseboom, N. Y.....	Failed to arrive in time.....	4 78
1183	Cherry Valley to Milford.....	E. O. North.....	450 00	72	November 13, 30.....	Davenport, N. Y.....	.....do.....	.....
1186	Clayville to West Winfield.....	Z. E. Allen.....	325 00	51	November 6.....	Milford, N. Y.....	Failed to arrive.....	1 44
12397	Rock Island to Galena.....	J. R. Jones.....	50 00	95 00	Oct., Nov., 3 times.....	West Winfield, N. Y.....	Failed to take the mail.....	.....
12537	.....do.....	.....do.....	50 00	95 00	October, 9 times.....	Hampton, Ill.....	Failed to supply.....	6 00
8247	Tipton to Fulton.....	H. C. Pierce.....	519 00	9 88	Removal of mail from pay, Dec. 4, 1857.	.....do.....	.....do.....	18 00
12369	Camp Point to Naples.....	G. W. Finch.....	1,919 31	5 80	December 5.....	Mt. Sterling, Ill.....	Failed to supply.....	4 00
8267	Bloomington to Huntsville.....	Hardin, Bennett & Roberts.....	152 30	.....	Contractor abandoned service, Surplus pay, and re-fer to contract of Dec. 15, 1857.	.....	.....	.....
9468	Fort Dodge to Sioux City.....	E. S. Alvord.....	1,500 00	14 48	Remission of \$275 for commission of services for four years ending March 31, 1857. (Specially reported December 17, 1857. (See App.)	.....	.....	.....

WEEK ENDING SATURDAY, DECEMBER 26, 1857.

11155	Adams to Copenhagen.....	Wallace Gaines.....	550 00	88	December 8.....	Adams, N. Y.....	Failed to arrive.....	88
1244	Fulton to Mexico.....	Gerron Gilbert.....	390 00	1 26	October 3.....	Mexico, N. Y.....	Failed to arrive in time.....	30
1252	Auburn to Cortland Village.....	Richard D. and Harriet Cornell.....	296 06	47	November, 6 times.....	Auburn, N. Y.....	Failed to connect.....	60
1255	Auburn to Ithaca.....	Emerson D. Clapp.....	794 00	1 27	December 5.....	.....do.....	.....do.....	30

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
1387	Castile to Tuscarora.....	Jesse D. Smith.....	\$98 00	\$0 04	November 21.....	Tuscarora, N. Y.....	Failed to arrive	.....	\$0 94
8501	Knoxville to Wilsonville.....	Philip Seaton.....	452 00	1 45	Nov. 30, Dec. 16.....	Knoxville, Tenn.....	Wet mail.....	.....	.....
8507	Knoxville to Kingston.....	W. P. Lowery.....	225 00	3 16	Remit fine of \$1 50. (See Appendix.)	.....	.....	\$4 00	.....
8638	Nashville to Cairo.....	A. L. Davis.....	7,638 00	94 48	October 1 to Decem- ber 15, 1887.	On route, Tenn.....	Failed to perform service.....	.....	1,591 25

WEEK ENDING SATURDAY, JANUARY 9, 1888.

14008a	St. Paul to Dubuque.....	Jesse P. Farley.....	\$30 per trip	10 00	August, 10 times.....	Central Point, Minn..	Failed to supply.....	5 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	September, 3 times.....	.....do.....	.....do.....	1 50	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	July, Sept., 6 times.....	De Soto, Minn.....	.....do.....	3 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	Sept., Oct., 6 times.....	.....do.....	.....do.....	3 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	July, Sept., 3 times.....	Minnesota, Minn.....	.....do.....	1 50	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	July, Sept., 5 times.....	Waconia, Minn.....	.....do.....	2 50	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	July 18, August 2.....	Clayton, Minn.....	.....do.....	1 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	July 16.....	Lake City, Minn.....	.....do.....	.....	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	August 29.....	Trempealeau, Minn.....	.....do.....	50	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	August, Sept., Oct., 5 times.....	Richmond, Minn.....	.....do.....	2 50	.....
14009a	.....do.....	.....do.....	\$30 per trip	16 00	September 15, 39.....	Alma, Minn.....	.....do.....	1 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	September, 3 times.....	Neenager, Minn.....	.....do.....	1 50	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	September 19, 20.....	West Newton, Minn.....	.....do.....	1 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	Sept., Oct., 4 times.....	Victory, Minn.....	.....do.....	3 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	September, 4 times.....	Diamond Buft, Minn.....	.....do.....	3 00	.....
14009a	.....do.....	.....do.....	\$30 per trip	16 00	Aug., Sept., 3 times.....	North Peppo, Minn.....	.....do.....	1 50	.....
14009a	.....do.....	.....do.....	\$30 per trip	10 00	September, 5 times.....	.....do.....	.....do.....	2 50	.....
14009a	.....do.....	.....do.....	\$30 per trip	4 07	December 24.....	Sheepscott Bridge, Me.....	Failed to arrive.....	30	.....
95	Rockland to Bath.....	T. & Wm. G. Berry.....	4,985 00	9 57	November 18, 19.....	Alton Bay, N. H.....	Failed to arrive and depart.....	86	.....
318	Lake Village to Alton Bay.....	Zenos Whittier.....	270 00	56	November 16.....	Swansea, Mass.....	Failed to arrive.....	57	.....
679	Taunton to Swansea.....	Blossom & Arnold.....	380 00	87	December 16.....	Lee, Conn.....	Failed to connect.....	30	.....
996	Winchester to Lee.....	Horace Skinner.....	250 00	40	October 15, 17.....	.....	.....	.....	.....

WEEK ENDING SATURDAY, JANUARY 9, 1888.

13756	Darlington to Rockford.....	W. C. Armstrong.....	674 70	6 48	Remit deduction of \$0 48. (See appen- dix.)	.....	.....	.....	.....
13823	Muscooda to Quincy.....	Graham & Hopkins.....	350 00	3 26	Oct., Nov. 7 times.....	Quincy, Wis.....	Failed to arrive.....	.....	93 59

13833	..... do.....	.....do.....	350 00	3 36	Suspend pay and re- port in contract of Dec, Jan. 6, 1858. Contractor abandon- ed service; suspend pay and refer to con- tract office.	.....	.....	.....
8861	Palmyra to Memphis .....	Samuel R. Scott.....	439 00	4 70		.....	.....	.....

## WEEK ENDING SATURDAY, JANUARY 16, 1858.

109	Portland to Augusta.....	President Kennebeck and Portland Rail- road Company.	7,300 00	.....	Nov. 30 to Dec. 31....	On route, Me.....	Failed to perform one of the daily trips.	.....	103 41
414	Milton to North Hero .....	O. D. Snow.....	394 00	1 03	Oct., Nov., Dec., 5 times.	North Hero, Vt.....	Failed to arrive.....	.....	5 15
440	McIndoe's Falls to Lower Waterford.....	Russell & Hill.....	95 00	45	October, 9 times.....	Lower Waterford, Vt.	.....do.....	.....	9 00
440	.....do.....	.....do.....	95 00	45	Quarter ending De- cember 31, 1857.	On route, Vt.....	Inferior service.....	.....	4 93
928	New London to Stonington.....	President Steamboat Co.	600 00	1 93	October 30 to Decem- ber 31, 63 times.	On route, Conn.....	Failed to perform service...	.....	119 63
944	Bridgeport to Winchester.....	President of Naugatuck Railroad Company.	4,650 00	.....	Dec. 31 to Dec. 31....	Waterbury and Win- chester, Conn.	Failed to perform one of the daily trips.	.....	90 83
945	Bridgeport to Pittsfield.....	President Housatonic Railroad Company.	7,188 00	.....	October, 15 times.....	Bridgeport and New Milford, Conn.	.....do.....	.....	36 50
193	Emery's Mills to West Newfield.	John Rose, Jr.....	175 00	56	Oct., Nov., Dec., 90 times.	Emery's Mills, Me. ...	Failed to connect. ....	.....	9 80
7609	New Orleans to Calro.....	Hollady, Brannon & Paterson.	392,000 00	450 68	October 94.....	New Orleans, La.....	Failed to arrive in time....	176 37	.....
7609	.....do.....	.....do.....	392,100 00	450 68	October 99.....	.....do.....	Failed to arrive .....	.....	450 68
7609	.....do.....	.....do.....	392,000 00	450 68	November 9.....	.....do.....	Inferior service.....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	November 17.....	.....do.....	.....do.....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	November 30.....	.....do.....	Failed to arrive.....	.....	450 68
7609	.....do.....	.....do.....	392,000 00	450 68	December 2.....	.....do.....	.....do.....	.....	450 68
7609	.....do.....	.....do.....	392,000 00	450 68	December 5.....	.....do.....	Inferior service.....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	December 10.....	.....do.....	.....do.....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	December 21.....	.....do.....	Failed to arrive in time....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	December 23.....	.....do.....	Inferior service.....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	January 5.....	.....do.....	Failed to arrive .....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	September 1.....	.....do.....	.....do.....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	July 21.....	.....do.....	.....do.....	100 00	.....
7609	.....do.....	.....do.....	392,000 00	450 68	October 11.....	Calro, La.....	.....do.....	.....	450 68
7609	.....do.....	.....do.....	392,000 00	450 68	October 31.....	.....do.....	.....do.....	.....	450 68
7609	.....do.....	.....do.....	392,000 00	450 68	November 4.....	.....do.....	.....do.....	.....	450 68
7609	.....do.....	.....do.....	392,000 00	450 68	November 17.....	.....do.....	Failed to arrive in time....	188 03	.....
7609	.....do.....	.....do.....	392,000 00	450 68	November 30.....	.....do.....	.....do.....	157 68	.....
7609	.....do.....	.....do.....	392,000 00	450 68	December 13.....	.....do.....	.....do.....	901 43	.....
7609	.....do.....	.....do.....	392,000 00	450 68	December 23.....	.....do.....	.....do.....	179 45	.....
970	Litchfield to New Milford.....	Lot Penn.....	392,350 00	1 13	December, 4 times....	New Milford, Ct.....	Failed to connect.....	9 94	.....



*Fines imposed on contractors and deductions made from their pay—Continued.*

WEEK ENDING SATURDAY, JANUARY 23, 1898.

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
1104	Stoney Creek to Thurman	David Aitch.	\$65 23	\$0 59	October 28.	Thurman, N. Y.	Failed to arrive.	.....	\$0 59
1152	Sackett's Harbor to Pillar Point.	E. Van Allen.	53 00	16	December 1, 3.	Pillar Point, N. Y.	..... do	.....	32
1169	Richmondville to Davenport.	Orson Root.	680 00	1 08	December 18.	Davenport, N. Y.	Failed to arrive in time.	.....	50
1319	Canastota to Hamilton	James Gove.	410 87	37	October 8.	Fulton, N. Y.	Failed to arrive.	.....	37
1354	Auburn to South Lansing.	Daniel Cannon.	750 00	9 08	December 17.	South Lansing, N. Y.	Failed to arrive in time.	.....	58
1254	..... do	..... do	750 00	9 08	December 19.	..... do	Failed to arrive.	.....	08
1365	Geneseo to Livonia	C. D. Allen.	345 00	53	December 17.	Livonia, N. Y.	..... do	.....	52
1381	White's Corners to Collins.	Geo. W. Ferguson.	145 00	47	December 9.	Collins, N. Y.	Failed to arrive in time.	\$0 13	.....
1351	Wayland Depot to Nunda.	John R. Marsh.	191 34	30	Oct., Nov., Dec., 7 ms.	Wayland Depot, N. Y.	Failed to connect.	.....	49
1356	Woodhull to Knoxville.	Charles Mosher.	169 00	81	November 31.	Woodhull, N. Y.	Failed to arrive.	.....	81
1365	Savona to Rock Stream.	Benj. E. Jones.	350 00	1 13	October 36.	Savona, N. Y.	..... do	.....	1 13
1379	Candler to West Cayuta.	Edward S. Willett.	120 87	58	November 10.	West Cayuta, N. Y.	..... do	.....	58
1406	Susquehanna Depot to Oneonta.	Peter Packard.	256 18	83	Oct., Nov., Dec., 7 ms.	Alton, N. Y.	Failed to connect.	1 40	.....
1407	Depot to Alton.	..... do	494 00	79	December 30.	..... do	Failed to arrive.	.....	39
1418	Oneonta to Prattsburg.	Thompson C. Smith.	386 30	1 33	December 22.	Davenport, N. Y.	..... do	.....	1 33
7751	Monroe to St. Joseph's.	E. A. Phelps.	880 00	8 46	Remit deductions of \$19 30. (See App.)	.....	.....	.....	.....
7751	..... do	..... do	880 00	8 46	Remit deductions of \$8 46. (See App.)	.....	.....	.....	.....
3201	Harrisburg to Pittsburg.	Penn. Railroad Company	50,000 00	36 48	November 13.	Harrisburg, Pa.	Failed to take the mail.	9 00	.....
8612	Seaford to Princess Ann.	H. B. Kirkpatrick.	1,612 00	2 58	Nov. 14, Dec. 36.	Princess Ann, Pa.	Failed to arrive in time.	66	.....
6108	Unionville to Limestone Spring.	John Moore.	349 00	3 40	November 17.	Limestone Spring, S. C.	Failed to arrive.	.....	3 40
9005	Wheeling to Rochester.	Freston Roberts, Jr.	2,500 00	4 00	July 1, 1836, to Oct. 26, 1836, and Feb. 14, 1837, to Dec. 31, 1837, (378 trips.)	Rochester and Wellsville, Ohio.	Interior service.	.....	900 03
6108	Unionville to Limestone Springs	John Moore.	949 00	2 40	Suspend pay and refer to contract office, Jan. 4, 1838.	.....	.....	.....	.....
6108	..... do	..... do	949 00	2 40	Remove suspension of pay.	.....	.....	.....	.....
12823	Terre Haute to St. Louis	President Alton and St. Louis Railroad Co.	19,550 00	15 66	December 21.	St. Louis, Mo.	Failed to take the mail.	.....	15 66
13505	Elgin to White Water.	Pres. Fox River Valley Railroad Co.	2,893 00	4 63	November 3.	Elgin, Ill.	Failed to arrive.	.....	4 63
13245	..... do	..... do	2,893 00	4 63	December 8.	..... do	..... do	.....	4 63
1059	Casskill to Delhi.	Joe. Houghtaling.	1,423 00	3 11	Oct., Nov., 3 times	Casskill, N. Y.	Failed to connect.	9 31	.....
1107	Whitetail to Keeseville.	John B. Telford.	1,423 00	3 11	Oct., Nov., Dec., 38 ms	Delhi, N. Y.	Failed to arrive in time.	.....	14 44
1108	Whitetail to Pittsburg.	John B. Telford.	1,423 00	3 11	October 6.	Whitetail, N. Y.	Failed to connect.	1 04	.....
1208	Utica to Morris.	Ch. O. Allen.	732 00	2 31	Quarter ending Dec. 31, 1857.	Morris, N. Y.	Failed to arrive in time.	4 00	.....

## SUPPLEMENTARY TO WEEK ENDING SATURDAY, JANUARY 23, 1888.

1317	Buffalo to Rillcotsville .....	Jas. H. Metcalf.....	784 56	1 25	Oct., Nov., Dec., 43 times	Spingsville, N. Y. ....	.....	91 50	.....
1317	.....do.....	.....do.....	784 56	1 25	Oct. Nov., 8 times	Hamburg, N. Y. ....	Failed to supply.....	3 00	.....
1435	Monticello to Grahamsville.....	John Humes, Jr.....	944 00	1 00	Oct. 1 to Dec. 31, 1887, 28 times.	On route, N. Y. ....	Inferior service.....	11 53	.....

  

4811	Wilderness to Richardsville.....	Loorman Chancellor.....	140 00	1 34	December 20.....	Richardsville, Va.....	Failed to arrive.....	1 24	.....
4854	Farmville to Hampden, Sydney College.....	John H. Person.....	250 00	40	December 19.....	Farmville, Va.....	.....do.....	40	.....
4887	Wyeville to Grayson C. H.....	H. B. Brown.....	347 00	1 66	November 20.....	Grayson C. H., Va.....	.....do.....	1 66	.....
4887	.....do.....	.....do.....	347 00	1 66	November 21.....	Keyville, Va.....	Failed to connect.....	44	.....
4888	Keyville to Bryenton.....	C. R. McDonald.....	549 00	1 76	November 28.....	Keyville, Va.....	Failed to connect.....	9 00	.....
4893	.....do.....	.....do.....	549 00	8 09	October 18.....	Locust Lane, Va.....	Wet mail.....	1 00	.....
4900	Lawrence C. H. to Grayson C. H.....	Hamm, Brown & Co.....	8 784 00	3 69	December 9.....	Mud Bridge, Va.....	Failed to connect.....	1 63	.....
4912	Graysonville to Goodsville.....	A. D. Alford.....	1 350 00	1 19	Nov. 25, Dec. 16.....	Goodsville, Va.....	Failed to arrive.....	160 95	.....
4946	Richmond to Norfolk.....	N. O. Haskins.....	4 000 00	6 41	Nov., Dec., Jan. 25 times	Richmond, Va.....	.....do.....	147 43	.....
4975	.....do.....	.....do.....	4 000 00	6 41	Nov., Dec., Jan. 25 times	Norfolk, Va.....	.....do.....	9 00	.....
4975	Norfolk to Old Point Comfort.....	Francis Mallory.....	1 248 00	3 00	December 25.....	Old Point Comfort, Va.....	Failed to arrive in time.....	78	.....
4975	.....do.....	.....do.....	1 248 00	3 00	.....do.....	King and Queen, Va.....	Failed to arrive in time.....	9 00	.....
4984	Fleetwood Academy to Gloucester C. H.....	Robert F. Northern.....	599 00	2 88	December 25.....	Stamton, Va.....	Failed to connect.....	9 00	.....
5009	Winchester to Staunton.....	A. W. Harman.....	1 689 00	2 61	Oct., Nov., 18 times.....	Winchester, Va.....	.....do.....	2 50	.....
5015	.....do.....	.....do.....	1 689 00	2 61	Oct., Nov., Dec. 5 times	New Market, Va.....	Failed to arrive.....	8 37	.....
5017	New Market to Lunenburg Creek.....	R. H. McCleave.....	900 00	2 79	November 3 times.....	Edom, Va.....	Wet mail.....	50	.....
5035	Harrisonburg to New Market.....	Wright & Kearney.....	175 00	1 68	December 6.....	Frankfort, Va.....	Failed to arrive.....	36	.....
5038	Paterson Depot to Frankfort.....	George Y. Houser.....	99 00	58	December 23, 31.....	Waterloo, Va.....	.....do.....	31	.....
5038	Waterloo to Orleans.....	W. P. Weaver.....	169 00	1 63	December 31.....	Arnoldsborg, Va.....	.....do.....	4 81	.....
5096	Freepoint to Jackson C. H.....	John A. Bonnett.....	104 00	1 00	November 31.....	Jackson C. H., Va.....	.....do.....	1 00	.....
5101	Jackson C. H. to Arnoldsborg.....	Benj. Rolins.....	315 00	3 08	December 9.....	Middleport, Va.....	Wet mail.....	1 00	.....
5125	Weston to Middleport.....	Oliver Atkins.....	145 00	1 39	December 10.....	Phillips, Va.....	Failed to arrive.....	1 39	.....
5125	.....do.....	.....do.....	145 00	1 39	December 20.....	Weston, Va.....	.....do.....	1 39	.....
5196	West Columbia to Jackson C. H.....	Benj. Rolins.....	104 00	1 00	December 10, 31.....	Jackson C. H., Va.....	.....do.....	9 00	.....
5196	.....do.....	.....do.....	104 00	1 00	December 11.....	West Columbia, Va.....	.....do.....	9 00	.....
5134	.....do.....	.....do.....	250 00	9 40	December 18.....	Princeton, Va.....	Failed to arrive in time.....	50	.....
5164	Rocky Mount to Floyds C. H.....	John Stoops.....	260 00	1 92	November 11.....	Floyds C. H., Va.....	Failed to arrive.....	1 57	.....
5164	Patrick C. H. to Hillsville.....	John Stoops.....	164 50	1 57	December 19.....	Hillsville, Va.....	.....do.....	1 12	.....
5167	.....do.....	.....do.....	164 50	1 57	December 11.....	Patrick C. H., Va.....	.....do.....	1 30	.....
5167	Patrick C. H. to Mt. Airy.....	George W. Wigenton.....	117 50	1 19	December 11.....	Hillsville, Va.....	.....do.....	1 00	.....
5178	.....do.....	.....do.....	195 00	1 90	November 26.....	Patrick C. H., Va.....	.....do.....	1 00	.....
5183	.....do.....	.....do.....	195 00	1 10	November 25.....	Princeton, Va.....	.....do.....	1 00	.....
5183	.....do.....	.....do.....	115 00	1 10	November 25.....	Princeton, Va.....	.....do.....	1 00	.....
5205	Love's Mills to Hilton.....	Reuben Peppers.....	97 00	93	October 1, December 3.....	Danville, Va.....	Failed to connect.....	1 68	.....
5237	Porter Flagg.....	Porter Flagg.....	380 00	1 68	December 22.....	Love's Mills, Va.....	Failed to connect.....	1 68	.....
5237	New California to Ravenswood.....	Hiram Cheney.....	180 10	1 73	Nov., Dec., 6 times.....	New California, N. C.....	.....do.....	1 50	.....
5290	Spring Garden to Howell's Store.....	George Henry.....	181 00	76	December 15.....	Spring Garden, N. C.....	.....do.....	10 08	.....
5293	Oxford to Hillsboro.....	S. H. Breese.....	87 34	43	Oct., Nov., Dec., 13 times	South Lowell, N. C.....	Failed to arrive and depart.....	10 08	.....

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
5691	Fayetteville to Cheraw	Stickney & Rogers	\$1,888 00	8 05	Oct., Nov., 5 times	Cheraw, N. C.	Failed to connect	\$7 55	.....
5691	do	do	1,888 00	8 05	October 15	Fayetteville, N. C.	do	75	.....
5691	do	do	1,888 00	8 05	October 20	do	Failed to arrive	.....	\$6 05
5693	Fayetteville to Salem	E. P. & J. W. Clemmons	1,985 46	3 17	December 24	High Point, N. C.	Failed to connect	86	.....
5694	Fayetteville to Elizabethtown	Blocher & Love	345 00	3 31	October 31	Elizabethtown, N. C.	Failed to arrive	3 31	.....
5694	do	do	345 00	3 31	October 31	Fayetteville, N. C.	Failed to arrive in time	86	.....
5696	Fayetteville to Barclaysville	Anson Parker	750 00	8 40	October 15	do	Failed to arrive	9 40	.....
5696	do	do	750 00	8 40	October 15	Barclaysville, N. C.	do	9 40	.....
5702	Fayetteville to Philadelphia	Stickney & Rogers	129 00	1 38	October 19	Fayetteville, N. C.	do	1 38	.....
5713	Hillboro' to Rock Creek	D. H. Cook	819 00	9 63	November 5, 19, 28	Rock Creek, N. C.	Failed to connect	.....	20 67
5723	Greensboro' to Lexington	E. P. Clemmons	1,170 00	1 87	October 1, 25, 28	On route, N. C.	Failed to connect	1 86	.....
5723	do	do	1,170 00	9 45	December 1	Salem, N. C.	Failed to arrive	2 45	.....
5731	Salisbury to Asheville	Barber & Adams	3,635 37	6 30	December 17	Asheville, N. C.	Failed to arrive	1 50	.....
5731	do	do	3,635 37	6 30	October 1	Martinsville, N. C.	Failed to arrive	.....	9 39
5774	Salem to Martinsville	John H. White	949 00	9 30	October 10	Salem, N. C.	Failed to arrive	.....	2 39
5774	do	do	949 00	9 30	November 10	Marion, N. C.	do	1 94	.....
5805	Rutherfordton to Marion	Garland & Dickerson	199 00	1 94	November 10	do	Failed to connect	1 94	.....
5805	do	do	199 00	1 94	December 16	Asheville, N. C.	Failed to arrive	.....	9 87
5809	Asheville to Waynesville	W. L. Love	939 99	2 87	December 18	do	do	.....	2 87
5813	Morgantown to Asheville	Calvin S. Brown	1,500 00	4 80	December 1	Morgantown, N. C.	do	.....	71
5813	Morgantown to Burnsville	John W. Garland	939 00	9 87	December 1	Burnsville, N. C.	Failed to connect	.....	95
5817	Burnsville to Longmire	John Edwards	99 00	85	October 6	do	Failed to arrive	.....	95
5817	do	do	99 00	85	October 7	Longmire, N. C.	do	.....	76
5824	Ivy to Lapid	Serena Jarvis	79 49	75	December 26	Lapid, N. C.	do	.....	76
5834	do	do	79 49	75	November 14	Ivy, N. C.	do	.....	8 61
5830	Murphy to Rialley	W. C. Walker	939 00	9 87	October, Dec., 3 times	Ellijay, N. C.	do	.....	73 54
4907	Kanawha C. R. to Guyandotte	Harman, Brown & Co.	1,159 00	3 69	Oct., Nov., Dec.	On route, Va.	Inferior service	.....	5 63
7058	Talladega to Crosswell	W. T. Roberts	100 00	96	Remove suspension of pay	.....	do	.....	11 94
5007	Fincastle to Pattonville	Morton & Brown	1,170 00	5 63	October 29	Fincastle, Va.	Failed to arrive	.....	.....
5007	do	do	1,170 00	5 63	December 17, 24	Pattonville, Va.	do	.....	.....

WEEK ENDING SATURDAY, JANUARY 30, 1898.

5912	Kingsville to Augusta	President So. Carolina Railroad Company	51,000 00	8 73	December 22	Augusta, S. C.	Failed to arrive	.....	8 73
5999	Hamburg to Augusta	H. W. Kenney	150 00	50	December 20	do	do	.....	50
6040	Cheraw C. R. to Plinkerville	William Walker	156 00	1 50	November 31	Cheraw C. R., S. C.	do	.....	1 50
6103	Spartanburg C. R. to Kutherfordton	A. Washburn	399 00	1 37	November 9	Spartanburg C. R., S. C.	do	.....	1 37
6108	Unionville to Limestone Springs	John Moore	949 00	8 40	December 25	Limestone Springs, S. C.	do	.....	8 40

6106	Limestone Springs to Ruthersfordton	Gulford Exms.	119 00	1 14	December 3	do.	do.	1 14
6326	Charleston to New York	Spoford, Tiltson & Co.	500 00	2 40	October 13, 94	New York	do.	4 80
(old)								
6003	Columbia to Charlotte	President Charlotte and South Carolina Railroad Company.	11,700 00	18 75	November 17, 90	Columbia, S. C.	Failed to connect	9 38
6003	Columbia to Edgefield C. H.	Derrick & Holsenback	1,974 00	6 33	October 6, 10	Edgefield C. H., S. C.	Failed to arrive	12 60
6004	Lexington to Oak's Ferry	James W. T. Hays	1,655 00	1 60	December 4	Oak's Ferry, S. C.	do.	1 60
6004	do.	do.	165 00	1 60	do.	Lexington, S. C.	do.	1 60
6013	Kingsville to Augusta	President South Carolina Railroad Co.	51,000 00	8 73	November 14, 17	Kingsville and Augusta, S. C.	Failed to connect	4 38
6106	Limestone Springs to Ruthersfordton	Gulford Exms.	119 00	1 14	December 3	Ruthersfordton, S. C.	Failed to arrive	1 14
6112	Newbury to Lotts	D. Holsenback	918 00	2 10	December 26	Lotts, S. C.	do.	2 10
6123	Millway to New Market	Allen Regan	384 00	1 20	October 23	Millway, S. C.	do.	1 20
6144	Pendleton to Carnesville	William Holmes	400 00	1 85	December 4	Pendleton, S. C.	do.	1 85
6144	do.	do.	410 00	1 95	do.	Carnesville, S. C.	do.	1 95
6164	Yorkville to Logan's Store	W. J. Tomlinson	250 00	2 40	October 17	Yorkville, S. C.	do.	2 40
6168	Charleston to Kingstree	President Northeastern Railroad of South Carolina.	3,429 00	5 50	November 14	Kingstree, S. C.	do.	5 50
6307	Savannah to Pilaika	John Cunningham	12,917 00	53 10	October 24	Savannah, Ga.	Failed to connect	15 53
6307	do.	do.	12,917 00	4 13	November 27	do.	Failed to arrive	4 13
6312	Halcyondale to Reedsville	John A. Rodgers	565 00	5 43	December 25	Halcyondale, Ga.	do.	5 43
6314	Millen to Augusta	President Augusta and Waynesboro' Railroad Company.	8,100 00	5 55	November, 6 times	Augusta, Ga.	Failed to connect	8 38
6314	do.	do.	8,100 00	5 55	December 22	do.	Failed to arrive	5 55
6342	Griffin to Willow Dell	William Morgan	90 00	90	November 16	Griffin, Ga.	do.	90
6346	Fort Valley to Perry	John H. Hoge	995 00	3 20	Month of November	On route, Ga.	Inferior service	10 00
6348	do.	do.	995 00	3 05	Month of October	do.	do.	13 81
6355	Waynesville to Jefferson	S. A. Hooker	427 00	2 03	October, 4 times	Jefferson, Ga.	do.	2 00
6389	Milltown to Jasper	John Frink	300 00	2 90	October 5	Milltown, Ga.	do.	2 90
6371	Troupville to Belleville	Wm. Perry	198 50	1 90	December 13	Belleville, Ga.	do.	1 90
6387	Albany to Fort Gaines	Elmsby Lott	375 00	3 60	October 15, 17	Albany, Ft. Gaines, Ga.	do.	7 30
6391	Augusta to Atlanta	President Georgia Railroad & Banking Co.	41,818 00	57 30	November 2	Augusta, Ga.	do.	57 30
6426	Lexington to Lexington Depot	Franklin Griffin	399 00	32	December 11	Lexington, Ga.	do.	32
6451	Morgantown to Casaville	Henry H. Walker	1,094 00	5 26	December 7	Morgantown, Ga.	do.	5 26
6451	do.	do.	1,094 00	5 26	December 8	Casaville, Ga.	do.	5 26
6467	Ringgold to Lafayette	J. H. Wisdom	275 00	1 32	December 17	Lafayette, Ga.	do.	1 32
6474	Rome to Centre	Thomas Harvey	245 00	2 35	October 2	Centre, Ga.	do.	2 35
6482	La Grange to Columbus	Witnam & Davis	728 00	2 33	December 21	Columbus, Ga.	do.	2 33
6482	do.	do.	728 00	2 33	December 31	La Grange, Ga.	do.	2 33
6499	Columbus to Fort Gaines	W. M. Lee	1,540 00	4 95	November, 4 times	Fort Gaines, Ga.	do.	4 95
6501	Blakely to Chattahoochee	Daniel M. Bruner	1,235 00	4 00	November 19	Blakely, Ga.	do.	4 00
6501	do.	do.	1,335 00	4 00	November 19	Chattahoochee, Ga.	do.	4 00
6501	Newnanville to Aisena Otie	Geo. N. Standand	580 00	5 57	October, 3 times	Aisena Otie, Fla.	Failed to connect	7 00
6543	Hainbridge to Apalachicola	Geo. Bucknam	8,750 00	57 59	October, 14 times	On route, Fla.	Inferior service	98 63
6543	Chattahoochee to Milton	Geo. D. Fisher	3,275 00	15 35	November 16	Marianna, Fla.	Left portion of mail	5 00
6566	Magnolia Mills to Newnanville	Mitchell Kirkland	1,021 00	5 00	October 21	Magnolia Mills, Fla.	Failed to arrive	5 00
6571	Charleston to Pilaika	Louis M. Coxetta	70 00	65	November 29	Charleston, Fla.	do.	65

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
13014	Monroe to Ann Arbor.	W. S. Maynard.	\$259 00	\$0 96	November, 3 times.	Monroe, Mich.	Failed to arrive	.....	\$2 88
13054	Charlotte to Boston.	Ion & Shephard.	204 70	1 83	October 5 to Decem- ber 28, 13 times.	Chenier, Mich.	Failed to supply	.....	6 50
13059	Lansing to Byron.	Humphrey & Hibberd.	369 69	1 26	October, 8 times.	Byron, Mich.	Failed to arrive	.....	10 08
13061	Lakeville to Almont.	Charles Fox.	185 00	1 77	December 26.	South Cass, Mich.	Failed to arrive in time	.....	1 00
13061	Lansing to South Cass.	.....	185 00	1 77	November 14, 26	.....	.....	2 00	.....
13061	.....	.....	185 00	1 77	October 9, 16, 23	Lansing, Mich.	.....	3 00	.....
13061	.....	.....	185 00	1 77	October 30.	.....	Failed to arrive	.....	1 77
13067	Pontiac to Ann Arbor.	A. Burrell.	442 67	3 19	October 16.	Pontiac, Mich.	.....	.....	2 19
13077	Lakeville to Almont.	C. Carpenter.	49 50	47	November 7.	Lakeville, Mich.	Failed to arrive and depart.	.....	94
13084	Romeo to Port Huron.	R. S. Gortchins.	520 00	2 21	December 11.	Romeo, Mich.	Failed to arrive	.....	2 21
13091	.....	E. N. Pettie.	550 00	88	November 14.	Saginaw, Mich.	Failed to take the mail	.....	88
13102	Boston to Hastings.	M. Ludlow.	61 53	59	December 18.	Boston, Mich.	Failed to arrive	.....	59
13197	Newaygo to Sebastopol.	W. H. Denny.	300 00	2 86	November 22, 29.	Newaygo, Mich.	.....	.....	5 76
13209	St. John's to Albany.	M. Tompkins.	450 00	4 32	December 26.	Albany, Mich.	.....	.....	4 32
13212	East Saginaw to Hampton.	A. J. Boss.	444 00	71	October 21.	Hampton, Mich.	.....	.....	71
13212	.....	.....	444 00	71	Nov., Dec., 21 times.	East Saginaw, Mich.	.....	.....	14 91
13217	Almont to North Branch.	C. Carpenter.	195 00	1 87	Nov., Dec., 16 times.	Hampton, Mich.	.....	.....	11 36
13218	Lapeer to Lexington.	Thomas Ryan.	499 00	4 79	December 25.	North Branch, Mich.	.....	.....	1 87
13218	.....	.....	499 00	4 79	December 16.	Lexington, Mich.	.....	.....	4 79
13217	Colons Station to Round Grove.	M. O. Walker.	894 80	2 54	December, 5 times.	Round Grove, Ill.	.....	.....	13 70

SUPPLEMENTARY TO WEEK ENDING SATURDAY, JANUARY 30, 1888.

8882	Cap Au Gris to Danville	James Hays	179 00	1 72	December 26.	Danville, Mo.	Failed to arrive	.....	1 79
8883	.....	.....	179 00	1 72	Oct., Nov., Dec., 5 times.	Troy, Mo.	Failed to supply	.....	2 50
8882	.....	.....	179 00	1 72	December, 3 times.	Cap Au Gris, Mo.	Failed to arrive	.....	5 16
8882	.....	.....	573 60	3 31	November 16.	Portland, Mo.	.....	.....	1 31
8883	.....	.....	573 60	3 31	Oct. 27, Dec. 15.	New London, Mo.	.....	.....	6 00
8884	.....	.....	233 00	3 39	December 2.	Park, Mo.	.....	.....	2 39
8884	.....	.....	240 00	3 39	December 2, 19.	Acadark, Mo.	.....	.....	7 96
8884	.....	.....	700 00	3 26	November 13, 27, 6 times.	Princeton, Mo.	Failed to arrive in time.	.....	5 04
8872	.....	.....	119 00	1 68	Nov. 13, 27, 6 times.	Princeton, Mo.	Failed to arrive and depart.	.....	4 32
8872	.....	.....	238 00	1 68	December 28.	Marshall, Mo.	Failed to arrive	.....	1 86
8874	.....	.....	168 50	1 68	.....	Marshall, Mo.	Failed to arrive and depart.	.....	5 00
8874	.....	.....	438 50	9 16	.....	Marshall, Mo.	Failed to arrive	.....	9 16
8875	.....	.....	144 00	1 28	Oct., Dec., 9, 1857.	Lexington, Mo.	Failed to perform service.	.....	97 77
8875	.....	.....	133 00	1 28	Nov., Dec., 5 times.	War route, Mo.	Failed to arrive	.....	12 40
8875	.....	.....	375 00	1 90	December 12.	Clinton, Mo.	Failed to arrive and depart.	.....	1 90
8880	.....	.....	191 00	1 87	October 14.	Clinton, Mo.	Failed to depart.	.....	1 87
8880	.....	.....	911 00	9 03	December 13.	.....	.....	.....	9 03
8880	.....	.....	143 70	1 37	October 16.	Lebanon, Mo.	Failed to arrive	.....	9 74
8880	.....	.....	143 70	1 37	October 16.	Versailles, Mo.	Failed to arrive and depart.	.....	9 74

8951	Tuecumbe to Oakland	.....	208 50	9 30	October 15, 23	Okland, Mo.	Failed to arrive	.....	4 40
8952	Lebanon to Springfield	.....	460 00	9 30	October 8	Springfield, Mo.	Failed to arrive and depart	.....	4 40
8953	..... do	.....	250 00	9 40	Oct. Dec., 3 times	Lebanon, Mo.	Failed to arrive	.....	7 90
8954	Freemont to Fort Scott	.....	1,089 00	3 44	October 7, 30	Freemont, Mo.	do	.....	6 90
8955	Little Osage to Carthage	.....	273 00	3 65	December 31	Carthage, Mo.	do	.....	2 65
8956	Papineauville to Greenfield	.....	300 00	3 92	December 31	Greenfield, Mo.	do	.....	2 92
8957	Springfield to Neosho	.....	1,090 25	3 33	December 8	Neosho, Mo.	do	.....	3 33
8958	Springfield to Rockbridge	.....	371 00	3 36	November 26	Rockbridge, Mo.	do	.....	3 36
8959	Sulphur Springs to Jackson	.....	2,152 00	6 59	Oct., Nov., Dec., 13 times	Sulphur Springs, Mo.	do	.....	82 68
9015	Iron Mountain to Greenville	.....	195 00	1 87	December 23	Iron Mountain, Mo.	do	.....	1 87
9016	Fredericktown to Jackson	.....	1,040 00	5 00	November 9	Jackson, Mo.	do	.....	5 10
9027	New Madrid to Hickman's Bend	.....	400 00	3 84	December 35	New Madrid, Mo.	do	.....	3 84
9050	Lexington to Calhoun	.....	299 00	2 92	Oct. 28, Nov. 4	Calhoun, Mo.	Failed to arrive in time	1 46	.....
9053	Springfield to St. Legier	.....	4 27	4 27	December, 3 times	St. Legier, Mo.	Failed to arrive	.....	19 81
9073	Memphis to Kirksville	.....	239 00	2 40	December 11	Memphis, Mo.	do	.....	2 40
9075	William Hargrave	.....	138 00	1 90	November 7, 21	Caledonia, Mo.	Failed to arrive and depart	.....	7 60
9081	Granville J. Carv	.....	943 00	1 97	November 3	Let's Grove, Mo.	Wet mail	5 00	.....
9085	Gatewood, Smith & Murray	.....	400 00	3 84	October 30	Hartsville, Mo.	Failed to arrive	.....	3 84
9086	Hartville to Thomasville	.....	400 00	3 84	November 9, 16	On route, Mo.	Failed to arrive in time	1 92	.....
9088	..... do	.....	223 00	2 14	Quarter ending September 30, 1857	.....	Failed to perform service	.....	55 75
9093	Milan to Middleburg	.....	2,350 00	3 60	December 34, 39	Bloomfield, Iowa	Failed to arrive	.....	7 80
9200	Keokuk to Bloomfield	.....	2,353 00	3 32	December 16, 15	Keokuk, Iowa	do	.....	10 64
9301	Keokuk to Ottumwa	.....	5,476 00	1 85	Nov., Dec., 8 times	..... do	do	.....	44 48
9302	Farmington to Bloomfield	.....	419 00	1 85	October 23	Bloomfield, Iowa	do	.....	1 85
9312	Fairfield to Sigourney	.....	316 00	1 52	Oct., Nov., Dec., 11 times	Sigourney, Mo.	Failed to connect	4 18	.....
9319	Salem to Columbus City	.....	190 00	1 88	Oct. 9, Nov. 30	Columbus, Iowa	Failed to arrive	.....	3 64
9319	..... do	.....	190 00	1 92	November 9	Salem, Iowa	do	.....	1 92
9320	Burlington to Muscatine	.....	3,990 00	6 39	Nov., Dec., 4 times	Burlington, Iowa	do	.....	51 52
9320	..... do	.....	3,990 00	6 39	Oct., Nov., 4 times	Muscatine, Iowa	do	.....	25 56
9324	Iowa City to Fairfield	.....	3,000 00	4 80	November 9	Iowa City, Iowa	Failed to connect	1 30	.....
9325	Iowa City to Dubuque	.....	3,008 00	6 97	December 1	..... do	do	.....	1 31
9325	Iowa City to Win Moines	.....	5,500 00	8 33	December, 4 times	Tippon, Iowa	Failed to arrive and depart	.....	33 34
9347	Tippon to Cedar Falls	.....	188 00	1 80	Nov., Dec., 3 times	Cedar Falls, Iowa	Failed to arrive in time	9 35	.....
9350	Cedar Rapids to Cedar Falls	.....	565 00	1 81	Oct., Nov., 5 times	Cobb, Iowa	Failed to supply	3 00	.....
9354	Delhi to Ottumwa	.....	1,449 00	4 64	December, 2 times	Delhi, Iowa	Failed to arrive	.....	1 73
9359	Delhi to Ottumwa	.....	1,180 00	1 73	November 25	Cedar Falls, Iowa	Failed to arrive in time	1 16	.....
9363	Cedar Falls to Fort Dodge	.....	1,100 00	3 52	November 10, 12	Decorah, Iowa	Failed to arrive	.....	91 30
9363	..... do	.....	374 00	3 55	Nov. Dec., 6 times	Knoxville, Iowa	Failed to arrive	.....	7 10
9403	Knoxville to Decorah	.....	374 00	3 55	Nov. Dec., 6 times	Okaloosa, Iowa	Failed to connect	1 30	.....
9406	Okaloosa to Des Moines	.....	3,000 00	4 80	November 19	Bloomfield, Iowa	Failed to arrive	.....	3 98
9414	Bloomfield to Knoxville	.....	3,325 00	3 92	November 19	..... do	do	.....	4 24
9415	Bloomfield to Ottumwa	.....	440 00	6 12	October 24	Centerville, Iowa	do	.....	6 21
9417	Centerville to Afton	.....	646 00	6 21	October 31	Afton, Iowa	do	.....	6 21
9417	..... do	.....	646 00	6 21	Sept. 30 to Dec. 23, '57	On route, Iowa	Failed to perform service	.....	137 77
9428	Afton to Adell	.....	561 00	5 39	November 30	Glenwood, Iowa	Failed to arrive	.....	6 20
9428	..... do	.....	645 00	6 20	December, 3 times	..... do	do	.....	90 10
9430	Afton to Glenwood	.....	697 50	6 70	Quarter ending Dec. 31, 1857	On route, Iowa	Failed to perform service	.....	50 00
9430	..... do	.....	900 00	1 92	.....	.....	Failed to perform service	.....	50 00

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
9461	West Point to Big Mound.	James Scott.	\$700 00	\$1 12	Nov., Dec., 14 times.	On route, Iowa	Inferior service.		\$6 97
9478	Dewitt to Tipton.	Barney Evans.	300 00	9 88	Nov. 24, Dec. 1.	Dewitt, Iowa.	Failed to arrive.		11 53
9480	Oskaloosa to Charleston.	Thomas J. Wilson.	350 00	3 43	October 9.	Oskaloosa, Iowa.	Failed to arrive.		3 43
8218	Lexington to Owingsville.	Irvine & Hawkins.	588 00	94	November 6.	Mount Sterling, Ky.	Wet mail.	\$0 50	9 96
8220	Lexington to Glasgow.	do.	1,554 54	4 86	December 13, 21.	Glasgow, Ky.	Failed to arrive.		9 96
8222	Georgetown to Owenton.	Cook & King.	193 00	1 86	November, 3 times.	New Columbus, Ky.	Failed to arrive.	1 50	84
8229	Augusta to Bushville.	William Higgins.	175 00	28	Oct., Nov., 3 times.	Augusta, Ky.	Failed to arrive.		5 76
8284	West Liberty to Louisville.	S. M. Farish.	300 00	9 88	December 10.	West Liberty, Ky.	Failed to arrive and depart.	9 00	
8272	Perry C. H. to Manchester.	Thomas Roberts.	174 00	1 67	October 31.	Manchester, Ky.	Failed to connect.	1 53	1 41
8272	do.	do.	174 00	1 41	Nov., Dec., 3 times.	Hazle Green, Ky.	Failed to arrive.		9 87
8281	Boonville to Hazle Green.	J. C. Hensley.	147 00	1 41	Oct., Nov., Dec., 7 times.	Boonville, Ky.	do.		7 50
8281	Irvine to Manchester.	H. B. Hampton.	390 00	3 75	December 9, 20.	Manchester, Ky.	do.		9 50
8282	Summerset to London.	E. J. Lester.	130 00	1 25	November 9, 20.	London, Ky.	do.		46 87
8282	Summerset to Whitley C. H.	Cook & King.	925 00	9 06	Oct. 1 to Dec. 16, 1857.	On route, Ky.	Failed to perform service.		
8282	do.	do.	925 00	9 06	Route re-let; remove suspension of pay, Jan. 29, 1858.	do.	do.		
8289	Harrodsburg to Bardstown.	Robertson & Thomas.	1,165 50	3 90	October 13.	Harrodsburg, Ky.	Failed to connect.	80	
8302	Louisville to Shawneetown.	Brannon & Murphy.	24,000 00	38 29	Oct., Nov., Dec., 4 times.	Shawneetown, Ky.	Failed to bring the mail.	40 00	
8305	Elizabethtown to Columbia.	W. F. Warren.	1,019 00	9 79	December 21.	Columbia, Ky.	Failed to arrive.		9 79
8313	Columbia to Albany.	J. S. Chilton.	598 00	1 43	December 11.	do.	do.		1 43
8317	Tompkinsville to Livingston.	W. J. Roberts.	165 00	1 58	Nov., Dec., 3 times.	Tompkinsville, Ky.	do.		4 74
8323	Glasgow to Columbia.	Harlan & Huffman.	179 75	1 70	November 30.	Rockland Mills, Ky.	Failed to supply.	50	1 79
8326	Bowling Green to Hartford.	W. S. White.	373 00	1 79	December 15.	Hartford, Ky.	Failed to arrive.		9 65
8328	Greenville to Hardingsburg.	J. J. Robertson.	375 00	9 65	do.	Hardingsburg, Ky.	do.		18
8339	Hawesville to Cannelton.	John Crammond.	140 00	9	do.	Hawesville, Ky.	do.		19 08
8339	do.	do.	140 00	9	November 16, 19.	Cannelton, Ky.	do.		86
8343	Owensboro to Elktion.	F. A. Willingham.	1,584 00	6 36	December 30, 31.	Elktion, Ky.	do.		6 34
8343	do.	C. S. Daniels.	370 00	86	November, 3 times.	do.	Failed to arrive in time.	7 50	4 79
8344	Hopkinsville to Paducah.	F. H. Skinner.	1,980 00	6 34	October, 13 times.	Clarksville, Ky.	Failed to arrive.		4 79
8345	Hopkinsville to Henderson.	Robertson, Scott & Oats.	1,495 00	4 79	December 28.	Hopkinsville, Ky.	Failed to arrive.		4 79
8345	do.	do.	1,495 00	4 79	December 5.	Henderson, Ky.	Wet mail.	9 00	4 79
8345	do.	do.	440 00	9 11	October 16.	do.	Failed to arrive.		4 79
8347	Hopkinsville to Springfield.	M. C. Hockersmith.	116 00	1 67	October, 3 times.	Hopkinsville, Ky.	Failed to arrive and depart.		19 66
8350	Murray to Pine Bluff.	James McKnight.	174 00	1 67	November 25.	Murray, Ky.	Failed to arrive.		5 01
8353	Providence to Providence.	P. H. Skinner.	598 50	9 83	December, 3 times.	Providence, Ky.	do.		7 66
8378	Linton to Louisville.	Nathan Holt.	943 50	9 33	December 10, 31.	Lowville, Ky.	do.		9 33
8389	Calhoun to Hartford.	W. H. Miller.	147 00	8 62	Nov. 9, Dec. 31.	Calhoun, Ky.	Failed to arrive and depart.		1 40
8400	Jackson to Boonville.	W. N. Rice.	6,300 00	8 62	October 28.	Boonville, Ky.	Failed to arrive.		103 44
8400	Paducah to Boonville.	G. A. Phillips.	6,300 00	8 62	Nov., Dec., 19 times.	Paducah, Ky.	do.		77 88
8410	do.	do.	6,300 00	8 62	Nov., Dec., 9 times.	Cairo, Ky.	do.		

WEEK ENDING SATURDAY, FEBRUARY 6, 1856.

7701	New Orleans to Mobile.....	James L. Day.....	35,000 00	47 95	December 17.....	Mobile, Ala.....	Failed to connect.....	11 99	.....
7709	Quinton to Palestine.....	J. H. Wright.....	475 00	4 67	October 1.....	Palestine, La.....	Failed to arrive.....	.....	4 67
7731	Washington to Hudonston.....	J. N. Hudonston.....	700 00	6 39	October, 9 times.....	Hudonston, La.....	.....do.....	.....	33 65
7731	Alexandria to Burr's Ferry.....	.....do.....	549 00	5 30	December 16, 30.....	Alexandria, La.....	.....do.....	.....	10 40
7735	Trinity to Toney's.....	Joseph White.....	700 00	6 37	October 18.....	South Bend, La.....	Failed to supply.....	1 00	.....
7738	Harrisburg to Natches.....	Thomas M. Morris.....	3,900 00	6 25	October 6 times.....	Harrisburg, La.....	Failed to arrive.....	.....	37 50
7738	Natchitoches to Monroe.....	.....do.....	3,900 00	6 25	October, 7 times.....	Natches, Miss.....	.....do.....	.....	93 75
7769	Cheneyville to Burr's Ferry.....	J. B. Taylor.....	530 00	9 13	December, 3 times.....	Natchitoches, La.....	.....do.....	.....	93 39
7763	Cheneyville to Burr's Ferry.....	J. B. Hudonston.....	321 00	3 37	Nov. 25, Dec. 27.....	Cheneyville, La.....	.....do.....	.....	10 11
7794	Sparta to Iverson.....	John S. Gibson.....	350 00	3 37	December, 14 times.....	Iverson, La.....	.....do.....	.....	10 11
7794	Grand Lake to Deerfield.....	Sam S. Carter.....	600 00	3 77	December 3.....	Grand Lake, La.....	.....do.....	.....	5 77
7805	New Orleans to Osyka.....	J. Calhoun, Pres't.....	8,900 00	19 58	Nov., Dec 5 times.....	Osyka, La.....	Failed to arrive in time.....	10 00	.....
7805	do.....	do.....	8,900 00	19 58	December 9, 10.....	New Orleans, La.....	.....do.....	4 00	.....
13239	Leavenworth City to Leecompton.....	Charles B. Norris.....	1,143 00	3 66	Sept., Oct., Dec., 19 times.....	Lecompton, K. T.....	Failed to arrive.....	43 92	.....
13239	do.....	do.....	1,143 00	3 66	Oct., Dec., 6 times.....	Leavenworth City, K. T.....	.....do.....	.....	91 96
13232	Shermanville to Cofochique.....	John Y. Miller.....	585 00	5 62	September 16.....	Cofochique, K. T.....	.....do.....	.....	5 62
7313	Napoleon to Memphis.....	Robert C. Brinkley.....	10,000 00	48 08	Nov. 25, Dec. 23.....	Elmwood, Ark.....	Failed to supply.....	4 00	.....
7313	do.....	do.....	10,000 00	48 08	October 17.....	Napoleon, Ark.....	Failed to connect.....	12 02	.....
7312	do.....	do.....	10,000 00	48 08	December 20.....	Helena, Ark.....	Failed to supply.....	2 00	.....
7324	Taylor's Creek to Batesville.....	Daniel M. Martin.....	1,500 00	4 82	Nov. 11, Dec. 2.....	Batesville, Ark.....	Failed to arrive.....	.....	9 64
7324	Batesville to North Fork.....	W. H. Grigsby.....	690 00	3 33	November 6.....	North Fork, Ark.....	.....do.....	.....	3 33
7337	Smithville to North Olive.....	Green R. Jones.....	930 00	9 30	November 14.....	Smithville, Ark.....	.....do.....	.....	9 30
7337	Smithville to Pilot Hill.....	Gilbert Wells.....	183 00	1 86	November 13.....	do.....	.....do.....	.....	1 86
7341	North Fork to Carrollton.....	D. K. Tutt.....	595 00	9 46	December 3 times.....	North Fork, Ark.....	.....do.....	.....	8 58
7345	Wagon to Lebanon.....	Henry Box.....	180 00	1 78	December 25.....	Jasper, Ark.....	.....do.....	.....	1 78
7350	Van Buren to Fayetteville.....	Amos Outzen.....	3,090 00	5 08	October 23.....	Van Buren, Ark.....	.....do.....	.....	5 08
7350	do.....	do.....	3,090 00	5 08	November 28.....	do.....	Wet mail.....	2 50	.....
7359	do.....	do.....	3,090 00	5 08	December 13.....	Fayetteville, Ark.....	Failed to arrive.....	.....	5 08
7565	Pittsburg to Fort Smith.....	John B. Howell.....	999 00	3 30	December 1.....	Fort Smith, Ark.....	.....do.....	.....	3 30
7565	Northtown to Danville.....	Stephen D. McDonald.....	6,753 00	10 82	October 15.....	do.....	.....do.....	.....	10 82
7568	Clarksville to Batesville.....	George Williams.....	300 00	9 8	November 30.....	Danville, Ark.....	.....do.....	.....	9 8
7574	Pine Bluff to Batesville.....	O. Basham.....	585 00	5 72	November, 3 times.....	Batesville, Ark.....	.....do.....	.....	17 16
7582	Pine Bluff to Princeton.....	N. G. Dunham.....	815 00	9 61	December 31.....	Pine Bluff, Ark.....	.....do.....	.....	9 61
7586	Warren to Princeton.....	Charles Swain.....	650 00	3 19	December 8.....	do.....	.....do.....	.....	3 19
7593	Edorado to Warren.....	do.....	600 00	9 88	November 2, 4.....	Chambersville, Ark.....	Wet mail.....	4 00	.....
7593	do.....	do.....	750 00	3 61	December 1.....	Eldorado, Ark.....	Failed to arrive.....	.....	3 61
7598	Washington to Murfreesboro.....	E. & W. Carrub.....	750 00	3 61	November 30.....	Warren, Ark.....	Failed to arrive.....	.....	3 61
7604	Arkadelphia to Mount Ida.....	William Moss.....	300 00	1 92	October 3.....	Murfreesboro, Ark.....	.....do.....	.....	1 92
7604	do.....	do.....	300 00	1 92	October 3.....	Clarksville, Ark.....	Wet mail.....	3 00	.....
7610	Rockport to Murfreesboro.....	William Gibson.....	359 00	3 74	December 26.....	Mount Ida, Ark.....	Failed to arrive.....	.....	3 74
7616	Clarkville to Osgoe.....	do.....	389 00	4 70	December 31.....	Arkadelphia, Ark.....	.....do.....	.....	4 70
7623	Mount Ida to Waldron.....	E. S. Haynes.....	448 00	9 40	October 7.....	Murfreesboro, Ark.....	.....do.....	.....	7 48
7623	Batesville to Smithville.....	Oliver Basham.....	249 00	9 40	Oct., Dec., 3 times.....	Osgoe, Ark.....	.....do.....	.....	7 20
7625	do.....	William Gibson.....	229 00	9 50	Nov. 3, Dec. 22.....	Mount Ida, Ark.....	.....do.....	.....	4 40
7625	Powhatan to Batesville.....	Green R. Jones.....	284 00	9 54	November 9.....	Smithville, Ark.....	.....do.....	.....	2 54
7625	do.....	do.....	284 00	9 54	September 21.....	Batesville, Ark.....	.....do.....	.....	2 54
7636	Galveston to Houston.....	Storritt & Smith.....	10,920 00	17 50	December 20, 30.....	Powhatan, Ark.....	Failed to connect.....	8 60	9 86
7854	Galveston to Swartwout.....	Leverett Sherman.....	990 00	9 53	December 27.....	Houston, Texas.....	Failed to arrive.....	.....	9 52
7856	do.....	do.....	990 00	9 53	December 27.....	Galveston, Texas.....	Failed to arrive.....	.....	9 52



## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7556	Galveston to Swartwout.	Levertt Sherman	\$990 00	\$9 52	December 24	Swartwout, Texas.	Failed to arrive	.....	\$9 52
7844	Houston to La Grange.	J. B. Hogden	2 275 00	10 88	November 16, 31	La Grange, Texas	Failed to arrive in time	.....	\$5 49
7864	do	do	2 275 00	10 88	Nov., Dec., 4 times.	Houston, Texas.	do	.....	10 88
7864	do	do	2 275 00	10 88	Nov., Dec., 5 times.	do	Failed to arrive	.....	54 90
7866	Houston to Anderson.	J. W. Bradhear	900 00	8 65	November 28	do	Failed to arrive in time	.....	1 50
7867	Houston to Huntsville.	J. C. Smith	3 444 00	11 04	December 7, 21	do	do	.....	5 52
7867	do	do	3 444 00	11 04	December 31	do	Failed to arrive	.....	11 04
7867	Woodville to Beaumont.	S. White	634 00	6 04	December 4	Woodville, Texas	do	.....	11 04
7883	do	do	634 00	6 04	November 2	Beaumont, Texas	do	.....	6 04
7892	San Augustine to Marshall.	Joe. F. Palmer	1 273 00	6 24	December 1, 15	San Augustine, Texas	Failed to arrive in time	.....	6 24
7892	do	do	1 273 00	6 24	December 8	do	Failed to arrive	.....	6 24
7892	do	do	1 273 00	6 24	Nov. 28, Dec. 30	Marshall, Texas	Failed to arrive in time	.....	6 24
7893	San Augustine to Marion.	do	160 00	1 54	October, November, December, 5 times.	San Augustine, Texas	do	.....	3 85
7902	Jasper to Swartwout.	A. P. Bailey	631 00	6 06	November 17	Jasper, Texas	Failed to arrive	.....	6 06
7904	Shrubbyville to Tyler.	J. & J. H. Trutt	598 00	5 75	December 13	Tyler, Texas	do	.....	5 75
7906	Rusk to Larissa.	Wade & Jones	160 00	1 53	October 19	Larissa, Texas.	do	.....	1 53
7906	do	do	160 00	1 53	do	Rusk, Texas	do	.....	1 53
7909	do	do	500 00	4 81	December 26	Tyler, Texas	do	.....	4 81
7914	Gilmer to Mt. Pleasant.	James M. Rush	475 00	3 11	Nov. 30, Dec. 25	Mt. Pleasant, Texas	do	.....	3 11
7917	Marshall to Gilmer.	S. C. Newman	647 00	3 11	December 30	Marshall, Texas	do	.....	3 11
7920	Jefferson to Shreveport.	W. Bradford	1 400 00	4 49	December 30	Shreveport, Texas	Failed to connect.	.....	1 12
7924	Jefferson to Mt. Enterprise	Paul A. Swink	690 00	6 63	Oct., Dec., 3 times	Mt. Enterprise, Texas	Failed to arrive in time	.....	3 51
7927	Jefferson to Powellton.	do	690 00	6 63	Nov., Dec., 4 times	Port Uadde, Texas	Failed to supply	.....	4 00
7928	Dallas to Mt. Pleasant.	Carry Cobb	749 00	7 30	December 31	Dallas, Texas	Failed to arrive	.....	7 30
7928	do	do	749 00	7 30	December 31	Mt. Pleasant, Texas	do	.....	7 30
7933	Clarksville to Donkville.	W. B. Sims	493 00	3 27	December, 4 times	Donkville, Texas	do	.....	9 48
7937	Tarrant to Tosa.	W. B. Stout	858 00	8 25	November, 3 times	Tarrant, Texas	do	.....	9 48
7938	Kaufman to Waxahatchie.	Order Allen	579 00	2 68	Nov., Dec., 4 times	Kaufman, Texas	do	.....	24 75
7944	Honham to Dallas.	Reeves & Butridge	697 00	6 60	December 5, 20	Dallas, Texas	do	.....	10 72
7948	Marlin to Belton.	Geo. E. Green	444 50	2 13	Nov. 17, Dec. 24	Belton, Texas	do	.....	13 90
7948	do	do	444 50	2 13	Nov. 16, Dec. 31	Marlin, Texas	do	.....	4 96
7948	do	do	444 50	2 13	November 30	do	do	.....	4 96
7948	Dallas to Waco Village.	A. G. Compton	4 067 00	13 03	December 1, 31	Waco, Texas	Failed to connect	.....	53
7949	do	do	4 067 00	13 03	Oct., Dec., 7 times	Dallas, Texas	Failed to arrive	.....	96 06
7949	do	do	4 067 00	13 03	Oct., Dec., 3 times	do	do	.....	91 91
7949	do	do	4 067 00	13 03	Oct., Dec., 3 times	do	do	.....	9 72
8013	Louisville to Glasgow.	Carter & Thomas	10 759 81	14 78	November 27	Glasgow, Ky	Failed to bring paper mail	.....	5 00
8013	do	do	10 759 81	14 78	December 4	do	Wet mail	.....	5 00
8150	Nashville to Bowling Green.	do	4 132 52	5 65	October, November, December, 18 times.	Nashville, Tenn.	Failed to connect.	.....	95 38
8451	Nashville to Glasgow.	do	5 476 55	7 50	October, November, December, 18 times.	do	do	.....	35 53
8612	Kingsville to Augusta.	President S. Carolina Railroad Company.	51,000 00	8 73	Remit deduction pendix.	do	do	.....	.....

6013	.....do.....	.....do.....	51,000 00	8 73	Remit one of \$4.35. (See Appendix.)	.....do.....	.....do.....	.....do.....	.....do.....
7831	Clinton to Prospect Hill.	J. H. Wright.....	1,638 00	5 95	October, November, December, 79 times.	Kemp's Mills, La.....	Failed to supply.....	19 75	.....
9110	Cleveland to Toledo.	President Cleveland and Toledo Railroad Co.	95,000 00	17 69	Oct. 18 to Dec. 31....	On route, Ohio.....	Failed to perform full service.	.....	1,198 50
4907	Kanawha O. H. to Guyandotte.	Harmon, Brown & Co..	1,152 00	3 69	October, November, December, 39 times.	Guyandotte, Va.....	Inflector service.....	.....	73 54
7958	Austin to San Antonio.	B. A. Risher.....	9,700 00	8 65	November 17.....	San Antonio, Texas....	Failed to arrive in time.....	9 16	.....
7953	Austin to Cameron.	Jas. D. Overton.....	399 00	3 94	December 32.....	Austin, Texas.....	Failed to arrive.....	.....	3 84
7955	San Antonio to Indianapolis.	B. A. Risher.....	6,147 00	19 70	December 31.....	San Antonio, Texas....	Failed to connect.....	80	30 40
7957	Brownsville to Brazos Bendigo.	W. P. Neale.....	2,000 00	3 21	November 36.....	Brownsville, Texas....	Failed to arrive.....	.....	1 66
7991	Cameron to Belton.	Jas. D. Overton.....	174 75	1 68	Nov. 13, Dec. 30.....	Belton, Texas.....	.....do.....	.....	3 37
7991	.....do.....	.....do.....	174 75	1 68	.....do.....	Cameron, Texas.....	.....do.....	.....	10 57
8008	Big Creek to Liverpool.	Jac. Sebal.....	350 00	3 37	.....do.....	Big Creek, Texas.....	.....do.....	.....	.....
8010	Laredo to Eagle Pass.	E. J. Davis.....	1,100 00	10 57	December 10.....	Laredo, Texas.....	.....do.....	1 14	.....
8014	Beaumont to Town Bluff.	S. White.....	475 00	4 33	November 9.....	Beaumont, Texas.....	.....do.....	.....	13 99
8020	Tyler to Tarrant.	James M. Rust.....	450 00	4 80	December 29.....	Tyler, Texas.....	.....do.....	.....	4 80
8034	Stearns Vista to Kaufman.	Win. Irbey.....	500 00	1 92	November 36.....	Kaufman, Texas.....	.....do.....	.....	1 92
8034	.....do.....	J. C. Parker.....	900 00	1 92	December 36.....	Buena Vista, Texas....	.....do.....	.....	3 84
8073	Waco Village to Meridian.	Jas. L. L. McCall.....	345 00	3 31	October 9, 35.....	Mt. Enterprise, Texas..	.....do.....	.....	3 31
8087	Kaufman to Bonham.	Daniel H. Parsons.....	596 35	5 76	October 21.....	Meridian, Texas.....	.....do.....	.....	11 46
8087	Crockett to Tyler.	Bennett Buggess.....	600 00	5 76	Oct. 23, Nov. 5.....	Kaufman, Texas.....	.....do.....	.....	5 76
8102	Crockett to Nacogdoches.	W. Clark.....	600 00	5 76	December 35.....	Nacogdoches, Texas....	.....do.....	.....	5 76
8107	Austin to Waco.	H. W. Branch.....	751 00	7 23	December 3 times.....	Waco, Texas.....	Failed to arrive on schedule days.	60 00	31 66
8107	.....do.....	.....do.....	751 00	7 23	October, November, December, 12 times.	Austin, Texas.....	.....do.....	.....	.....
8107	.....do.....	.....do.....	751 00	7 23	Oct., Nov., 6 times....	Waco, Texas.....	.....do.....	30 00	.....

## SUPPLEMENTARY TO WEEK ENDING SATURDAY, FEBRUARY 6, 1896.

8457	Nashville to Waynesboro'.	Carter, Thomas & Tough.....	575 00	1 84	October, November, December, 16 times.	Nashville, Tenn.....	Failed to connect.....	7 36	.....
8463	Lebanon to London.	M. A. Price.....	9,190 00	7 01	December 31.....	London, Tenn.....	.....do.....	.....	7 01
8463	Lebanon to Carthage.	W. C. Tenson.....	175 00	1 56	December 31.....	Lebanon, Tenn.....	Failed to arrive.....	.....	1 19
8463	La Fayette to Haraville.	L. E. Griffin.....	150 00	1 44	Oct., Nov., 3 times....	Celina, Tenn.....	.....do.....	.....	4 32
8472	.....do.....	W. B. Griffin.....	94 00	90	October 34.....	La Fayette, Tenn.....	.....do.....	.....	9 60
8472	.....do.....	.....do.....	69 45	86	Oct., Dec., 3 times....	Haraville, Tenn.....	.....do.....	.....	9 53
8476	Gainesboro' to Celina.	Sampson Van Horner.....	195 00	1 90	Nov., Dec., 3 times....	Celina, Tenn.....	.....do.....	.....	1 90
8484	Sparta to Walnut Grove.	M. A. Price.....	395 00	1 30	December 16.....	Sparta, Tenn.....	.....do.....	.....	1 30
8484	Sparta to Nicksack.	.....do.....	395 00	1 30	October 9.....	Walnut Grove, Tenn..	.....do.....	.....	.....
8484	Rogersville to Tazewell.	J. H. Reed.....	155 00	1 49	November 25.....	Tazewell, Tenn.....	Failed to arrive in time.....	35	9 98
8520	Rogersville to Ashland.	J. B. Childer.....	195 00	1 15	Oct. 28, Nov. 13.....	Rogersville, Tenn.....	.....do.....	.....	1 15
8536	Greenville to Ashland.	Van Horn Raley.....	1,750 00	9 53	November 15, 31.....	Greenville, Tenn.....	Failed to connect.....	9 60	.....
8539	Greenville to Casher's Valley.	Philip Barton.....	964 00	5 61	December 31.....	Casher's Valley, Tenn..	Failed to arrive.....	.....	10 19
8541	Maryville to Benton.	James Ware.....	450 00	4 33	November 31.....	Maryville, Tenn.....	.....do.....	.....	4 33
8542	Maryville to Athens.	Seater & Barnes.....	194 00	1 87	December 30.....	Athens, Tenn.....	.....do.....	.....	1 87

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminals.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
8544	Tellico Plains to Clarksville.	Vaughn & Hyatt.	\$800 00	\$3 87	October, November, December, 4 times.	Clarksville, Tenn.	Failed to arrive.	.....	\$15 48
8547	Charleston to Benton.	Jabez Henderson	147 00	71	December 9.	Benton, Tenn.	do.	.....	71
8548	Benton to Perimmon Creek.	W. C. Walker.	920 00	2 12	Nov., Dec., 3 times.	do.	do.	.....	6 38
8552	Cleveland to Chattanooga.	Mrs. L. Eldridge	337 00	1 04	November 5.	Chattanooga, Tenn.	do.	.....	1 01
8553	Jasper to Pikeville.	S. C. Norwood.	360 00	1 75	Oct. 10, Nov. 31.	Pikeville, Tenn.	do.	.....	2 50
8553	do.	do.	360 00	1 75	December 18.	Jasper, Tenn.	do.	.....	1 75
8556	Jasper to Nick Jack.	B. M. Murphy	245 00	3 39	Nov., Dec., 6 times.	do.	do.	.....	2 34
8562	Snelhville to Huntsville.	W. H. B. Marcom	800 00	2 56	December 18.	Snelhville, Tenn.	Failed to connect.	\$0 64	.....
8571	Fayetteville to Pulaski.	do.	118 00	1 13	October 9.	Fayetteville, Tenn.	Failed to arrive.	.....	1 13
8571	do.	do.	118 00	1 13	October 11, 19.	Bradshaw, Tenn.	Failed to arrive.	50	.....
8582	Columbia to Lewisburg.	Manford Smith.	280 00	1 35	December 11.	Lewisburg, Tenn.	Failed to arrive.	.....	1 35
8582	do.	do.	280 00	1 35	do.	Waverly, Tenn.	do.	.....	2 70
8583	Clarksville to Waverly.	S. Sullivan.	390 00	2 70	December 31.	Clarksville, Tenn.	do.	.....	3 04
8589	Clarksville to Nashville.	Foster & Clinton.	1,000 00	3 04	December 30.	Clarksville, Tenn.	do.	.....	3 04
8590	Clarksville to Paris.	J. T. Duacan.	1,670 00	5 35	December, 3 times.	Paris, Tenn.	do.	.....	16 05
8640	Bean Station to Leadville.	Joe Baker.	88 00	91	November 13.	Leadville, Tenn.	do.	.....	91
8628	Bolivar to Raleigh.	E. E. Smith.	1,818 00	5 38	Nov., Dec., 3 times.	Hickory White, Tenn.	Failed to supply.	1 00	.....
8636	Raleigh to Dyersburg.	Jno. M. Moore	925 00	4 45	December 24, 25.	Dyersburg, Tenn.	Failed to arrive.	.....	13 35
8664	Philadelphia to River Falls.	M. H. Stephens	386 00	1 46	December 31.	Philadelphia, Tenn.	do.	.....	1 46
7069	Montgomery to Troy.	R. H. Johnson.	1,380 00	9 62	December 9, 13.	Montgomery, Ala.	do.	.....	13 35
7077	Society Hill to Redwood.	W. M. Carlisle.	312 50	2 42	December 16.	Society Hill, Ala.	do.	.....	1 02
7018	do.	Chas. W. Koeley.	350 00	2 40	December 20.	Wedowee, Ala.	do.	.....	2 40
7064	Huntsville to Whitesburg.	J. H. Thomasson	105 00	2 35	November 29.	Whitesburg, Ala.	do.	.....	18 05
7074	Decatur to Jasper.	Joel Barnum.	373 00	2 61	Oct., Nov., 5 times.	Jasper, Ala.	do.	.....	2 61
7091	Jasper to Pikeville.	Easby & Robins	186 00	1 60	October 3.	do.	do.	.....	2 00
7093	Jasper to Blountsville.	D. M. Compton	189 00	1 61	Nov. 3, Dec. 23.	Blountsville, Ala.	do.	.....	2 00
7101	Troy to Elyton.	R. Jemison.	978 00	3 13	Nov., Dec., 3 times.	Elyton, Ala.	do.	.....	2 59
7101	do.	do.	978 00	3 13	October, November, December, 6 times.	Troy, Ala.	do.	.....	16 78
7102	Tuscaloosa to Greensboro?	Jemison & Ficklin	1,148 00	1 84	October, 30 times.	Greensboro, Ala.	Failed to connect.	9 90	.....
7102	do.	do.	1,148 00	1 84	Nov., 30 times.	do.	do.	.....	.....
7107	Tuscaloosa to Jasper.	D. M. Compton.	1,385 00	1 85	October, November, December, 5 times.	Jasper, Ala.	Failed to arrive.	14 86	9 35
7107	do.	do.	1,385 00	1 85	do.	Tuscaloosa, Ala.	do.	.....	9 35
7108	Tuscaloosa to Centerville.	Samuel Frazer.	385 00	9 31	Oct., Nov., 5 times.	Centerville, Ala.	do.	.....	4 72
7108	do.	do.	385 00	9 31	Oct. 18, Dec. 25.	do.	do.	.....	4 72
7113	Salina to Greenville.	Jemison & Ficklin	857 00	8 36	Oct. 17, Dec. 26.	Greenville, Ala.	do.	.....	9 62
7113	Clinton to Louisville.	A. Woodward.	857 00	8 36	December 11.	Clinton, Ala.	do.	.....	2 85
7123	Livingston to Old Washington.	R. Johnson.	800 00	3 85	October 3.	Old Washington, Ala.	do.	.....	19 50
7123	do.	do.	1,000 00	4 80	November, 4 times.	Livingston, Ala.	do.	.....	9 60
7128	Robertville to Mt. Vernon.	W. P. Frimmon.	1,007 00	4 87	November 3, 13.	Robertville, Ala.	do.	.....	5 87
7134	Garrettsburg to Andalusia.	Alfred Hill.	1,245 00	9 69	October 1.	Garrettsburg, Ala.	do.	.....	9 69
7154	do.	James Ward.	845 00	9 07	December 3 times.	Burnt Creek, Ala.	do.	.....	6 81
7168	Troy to Geneva.	Andrew P. Love	937 00	4 61	December 19.	Geneva, Ala.	do.	.....	4 61

7169	Randolph to Tuscaloosa.....	P. F. Patrick.....	2,900 00	4 48	December 30.....	Randolph, Ala.....	Failed to connect.....	1 14	56
7170	Tuscaloosa to Frankford.....	J. B. McCall.....	1,000 00	10 73	December 10, 30.....	Tuscaloosa, Ala.....	Failed to arrive.....	91 46	56
7171	Frankford to Paducah.....	James B. Pickett.....	6,704 00	10 73	December 10, 30.....	Owichee, Ala.....	do.....	9 46	56
7181	Columbia to Owichee.....	Alfred Holt.....	198 00	1 44	Nov. 3, Dec. 10.....	Elyton, Ala.....	do.....	5 73	573
7189	Jasper to Elyton.....	Thomas L. Reid.....	198 00	1 91	Oct., Dec., 3 times.....	Jasper, Ala.....	do.....	5 73	573
7190	do.....	do.....	198 00	1 91	Oct., Dec., 3 times.....	do.....	do.....	1 15	1 15
7195	Mexico to Democrat.....	Marlin Roberts.....	56 00	1 15	November 28.....	Mexico, Ala.....	do.....	1 15	1 15
7308	Greenville to Williams' Mills.....	Henry Williams.....	195 00	4 82	November 14.....	Williams' Mills, Ala.....	Failed to connect.....	1 80	4 82
7319	Greenville to Andalusia.....	Alfred Holly.....	500 00	4 82	December 30.....	Andalusia, Ala.....	Failed to arrive.....	36 94	4 82
7323	Winchester to Linden.....	Wm. Kirkland.....	500 00	6 04	Oct., Nov., 6 times.....	Winchester, Ala.....	do.....	9 64	6 04
7343	Butler to Aberdeen.....	Louis F. May.....	1,867 00	2 64	December 31.....	Aberdeen, Ala.....	do.....	93 97	2 64
7346	Toll Gate to Alban.....	A. G. Horn.....	650 00	3 19	October 34.....	Butler, Ala.....	Failed to arrive in time.....	1 00	3 19
7359	Galveston to Sabine City.....	Joseph Atkins.....	800 00	7 69	Oct., Dec., 3 times.....	Sabine City, Texas.....	Failed to arrive.....	7 69	7 69
7859	do.....	do.....	800 00	7 69	Oct., Nov., 5 times.....	Galveston, Texas.....	Failed to connect.....	10 45	7 69
(in pa nt.)	Houston to Austin.....	F. P. Sawyer.....	2,610 00	8 36	Dec. 4, 16.....	Houston, Texas.....	Failed to connect.....	3 00	8 36
7860	do.....	do.....	5,379 00	8 60	Dec. 4, 16.....	La Grange, Texas.....	Wet mail.....	3 00	8 60

## WEEK ENDING SATURDAY, FEBRUARY 12, 1858.

7301	Gallatin to Natchez.....	Terry & Kilpatrick.....	2,385 00	7 66	December 11.....	Natchez, Miss.....	Failed to arrive.....	7 66	7 66
7306	Jackson to Canton.....	Mrs. R. Graves.....	800 00	3 85	Oct., Dec., 5 times.....	Vernon, Miss.....	Failed to supply.....	9 50	3 85
7307	Raymond to Port Gibson.....	J. S. Acuff.....	1,000 00	3 90	Dec., 3 times.....	Raymond, Miss.....	Failed to arrive.....	9 60	3 90
7312	Vicksburg to Yazoo City.....	Carras & Hogan.....	4,500 00	14 43	Oct., Dec., 4 times.....	Yazoo City, Miss.....	do.....	57 68	14 43
7314	New Albany to Harrisburg.....	Levi Jarvis, Jr.....	149 00	1 43	December 25.....	Harrisburg, Miss.....	do.....	1 43	1 43
7316	do.....	do.....	149 00	1 43	December 26.....	New Albany, Miss.....	do.....	17 34	1 43
7316	Carthage to Gainesville.....	A. M. Woods.....	602 00	5 78	Oct., Dec., 3 times.....	Gainesville, Miss.....	do.....	4 02	5 78
7321	Lexington to Shiloh.....	Joseph Walton.....	318 00	2 01	December 25, 30.....	Lexington, Miss.....	do.....	3 65	2 01
7323	Carrollton to Panola.....	L. & J. A. Sims.....	1,140 00	3 63	November 7.....	Carrollton, Miss.....	do.....	3 65	3 63
7323	do.....	do.....	1,140 00	3 63	November 5.....	Panola, Miss.....	do.....	1 59	3 63
7323	Carrollton to Greensboro.....	M. Laurence.....	900 00	1 59	December 26.....	Greensboro, Miss.....	do.....	1 59	1 59
7328	Grenada to Greensboro.....	W. A. Swift.....	800 00	3 88	November 8.....	Carrollton, Miss.....	do.....	2 88	3 88
7328	do.....	do.....	800 00	3 88	November 3.....	Grenada, Miss.....	Failed to arrive in time.....	2 88	3 88
7342	Holly Springs to Panola.....	D. G. Brinkley.....	600 00	3 78	Oct., Nov., 4 times.....	Panola, Miss.....	do.....	15 04	3 78
7347	Ripley to Canton Gin Port.....	J. C. Spight.....	1,175 00	4 16	January 25.....	Ripley, Miss.....	Failed to arrive.....	3 00	4 16
7353	Pontotoc to Aberdeen.....	Jemison & Ficklin.....	1,392 00	4 16	November 12, 19.....	Pontotoc, Miss.....	Failed to arrive in time.....	1 00	4 16
7357	Pontotoc to Jackson.....	Samuel G. Chapman.....	1,392 00	3 85	December 8, 15.....	Cotton Gin Port, Miss.....	do.....	3 20	3 85
7360	Cotton Gin Port to Jackson.....	John M. Whitley.....	400 00	2 89	December 21, 31.....	Macon, Miss.....	do.....	7 70	2 89
7376	Macon to Pikesville.....	N. Woodward.....	904 00	1 23	October 24, 30.....	De Kalb, Miss.....	do.....	5 78	1 23
7377	De Kalb to Macon.....	A. M. Woods.....	550 00	1 23	Nov. 16, Dec. 30.....	Macon, Miss.....	do.....	2 44	1 23
7377	do.....	do.....	550 00	1 23	November 3.....	Macon, Miss.....	do.....	1 80	1 23
7380	Westville to Raleigh.....	Jacob Grubee.....	374 00	1 80	December 31.....	Raleigh, Miss.....	do.....	6 55	1 80
7381	Raleigh to Augusta.....	Thomas J. Welborn.....	1,363 00	6 35	December 31.....	Augusta, Miss.....	do.....	6 55	6 35
7382	do.....	do.....	1,363 00	6 35	December 31.....	Raleigh, Miss.....	do.....	6 55	6 35
7382	Paulding to Leakville.....	Hyde & Terrill.....	641 98	6 67	November 31.....	Paulding, Miss.....	do.....	6 67	6 67
7384	Paulding to Leakville.....	do.....	641 98	6 67	November 3.....	do.....	Failed to connect.....	1 60	6 67
7384	Paulding to Leakville.....	do.....	641 98	6 67	November 3.....	do.....	Failed to arrive.....	1 60	6 67
7409	Woodville to Fort Adams.....	W. T. Benning.....	800 00	3 57	October 7.....	Woodville, Miss.....	Failed to connect.....	64	3 57

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7411	Hamburg to Brookhaven.....	M. J. Whitworth.....	\$675 00	\$3 25	December 25.....	Hamburg, Miss.....	Failed to arrive.....	.....	\$3 25
7412	Lawrence to Ripley.....	D. F. Lawson.....	1,074 00	3 76	December 1.....	Ripley, Miss.....	.....do.....	.....	3 76
7413	Union to Chicklaw Agency.....	John C. Holliday.....	600 00	3 38	October 31.....	Chicklaw Agency, Miss.....	.....do.....	.....	2 88
7414	Monticello to Newton.....	A. Stumps.....	1,742 00	5 74	December 13, 24.....	Monticello, Miss.....	.....do.....	.....	5 74
7415	Wentville to Monticello.....	Rich Grubbe.....	185 00	1 32	Nov. 7, Dec. 12.....	.....do.....	.....do.....	.....	3 76
7416	Condon to Augusta.....	B. F. Waters.....	600 00	5 76	October 30.....	Condon, Miss.....	.....do.....	.....	1 61
7417	Good Hope to Laurel Hill.....	Good Hope.....	186 00	1 61	October 30.....	Good Hope, Miss.....	.....do.....	.....	3 04
7418	Tateville to Orell.....	McAlexander & Orell.....	1,748 00	3 04	December 30.....	Tateville, Miss.....	.....do.....	.....	3 04
7419	Paulding to Oakbay.....	H. S. Alexander.....	1,898 00	4 32	December 16.....	Paulding, Miss.....	.....do.....	.....	4 32
7420	Paulding to Lewistown.....	John H. West.....	1,975 00	6 33	December 25.....	Lewistown, Ill.....	.....do.....	.....	19 66
7421	Greensport to Charleston.....	Mills & Peyton.....	104 00	1 00	October 17, 31.....	Majority Point, Ill.....	Failed to supply.....	\$0 50	9 73
7422	Mt. Carmel to Fairfield.....	Alex. Moreland.....	329 00	1 36	November 3.....	Fairfield, Ill.....	Failed to arrive and depart.....	.....	9 30
7423	Mt. Carmel to Noble.....	G. W. Rice.....	240 00	3 30	October 15.....	Mt. Carmel, Ill.....	Failed to arrive.....	.....	9 30
7424	do.....	do.....	240 00	3 30	December 30.....	Noble, Ill.....	.....do.....	.....	9 12
7425	Salem to Metropolis City.....	C. Musgrave.....	663 00	1 06	November 3.....	Mt. Vernon, Ill.....	Failed to arrive and depart.....	.....	5 23
7426	Salem to Salem.....	L. Patterson.....	833 00	2 66	October 12, 16.....	Carmi, Ill.....	Failed to arrive.....	.....	7 98
7427	do.....	do.....	833 00	2 66	Nov., 3 times.....	.....do.....	.....do.....	.....	41 04
7428	do.....	do.....	833 00	2 66	Dec., 3 times.....	.....do.....	.....do.....	.....	30 94
7429	Shawneetown to Cape Girardeau.....	Samuel Copeland.....	1,435 25	4 56	Oct., Nov., Dec., 9 times.....	Shawneetown, Ill.....	.....do.....	.....	153 00
7430	Shawneetown to Mt. Vernon.....	A. D. Hay.....	2,760 00	4 42	Dec., 7 times.....	.....do.....	.....do.....	.....	1 93
7431	do.....	do.....	2,760 00	4 42	Nov. 31 to Dec. 31, 41 times.....	On route, Ill.....	Inferior service.....	.....	1 92
7432	Metropolis City to Paducah.....	J. P. Bowker.....	985 00	91	Oct. 16, Nov. 4.....	Metropolis City, Ill.....	Failed to arrive.....	.....	3 80
7433	Tamara to Steel's Mills.....	C. E. R. Winthrop.....	148 00	47	October 31.....	Pinkneyville, Ill.....	.....do.....	.....	1 06
7434	Sparta to Murphysboro.....	Wm. McCormick.....	900 00	1 92	October 17.....	Sparks, Ill.....	.....do.....	.....	2 64
7435	Waterloo to Chester.....	Wellington Rice.....	189 00	1 81	November 1.....	Waterloo, Ill.....	.....do.....	.....	5 98
7436	Alton to Carlyle.....	Seth M. Thompson.....	610 15	1 90	December 21, 30.....	Edwardsville, Ill.....	.....do.....	.....	11 60
7437	Brighton to Jacksonville.....	Augusta Drury.....	800 00	3 84	July 1 to Dec. 31, 1857.....	Fayette, Ill.....	Failed to supply.....	13 00	33 60
7438	James Ward.....	James Ward.....	333 75	1 06	November 19.....	Louisiana, Ill.....	Failed to arrive.....	.....	91 19
7439	J. H. Finch.....	J. H. Finch.....	550 00	3 64	September 29.....	Carlinville, Ill.....	.....do.....	.....	3 64
7440	Rockville to Carlinville.....	J. P. Undergraff.....	1,648 00	5 28	November 31.....	Burlington, Ill.....	Failed to supply.....	9 00	11 60
7441	Rushville to Burlington.....	G. W. Finch.....	1,813 31	5 80	November 12, 19.....	Mt. Sterling, Ill.....	Failed to arrive.....	.....	33 60
7442	Camp Point to Naples.....	do.....	1,813 31	5 80	November 30, 33.....	Naples, Ill.....	Failed to arrive in time.....	8 50	91 19
7443	do.....	do.....	1,813 31	5 80	Dec., 5 times.....	.....do.....	Failed to arrive.....	.....	3 64
7444	do.....	do.....	1,813 31	5 80	Dec., 4 times.....	Quincy, Ill.....	Failed to arrive.....	.....	8 50
7445	Quincy to Naples.....	E. B. Alvord.....	3,300 00	5 38	Dec., 4 times.....	Perry, Ill.....	Failed to arrive and depart.....	.....	.....
7446	Pulaski to Perry.....	Ernest Cain.....	190 00	1 82	December 25.....	.....do.....	.....do.....	.....	.....
7447	Navarro to Millersburg.....	A. G. Trimble.....	381 00	1 73	Oct., Nov., Dec., 17 times.....	New Boston, Ill.....	Failed to supply.....	8 50	1 73
7448	Macomb to Lewistown.....	J. A. Chapman.....	180 00	1 72	November 16.....	Lewistown, Ill.....	Failed to arrive.....	.....	3 78
7449	Bureau Junction to Greenville.....	J. B. Simpson.....	400 00	7 78	November 3.....	Greenville, Ill.....	.....do.....	.....	.....
7450	Galesburg to Colona Station.....	W. H. Holcomb.....	293 58	3 78	October 13.....	Colona station, Ill.....	.....do.....	.....	.....

[illegible]





3907	Monrovia to Bruceville.....	John Delaplane.....	247 00	.....	Sept., Oct., Nov., 9	Middleburg and Bruceville, Ohio.....	Failed to arrive in time.....	63	.....
3970	Ausasco to Charlotte Hall.....	E. A. M. E. Burnell.....	270 00	86	Nov., Dec., 8 times.....	Charlotte Hall, Md.....	Failed to arrive.....	6 88	.....
9006	Bel Air to Columbus.....	President Central Ohio Railroad Company.....	27,575 00	29 09	December 3, 12.....	Bel Air, Ohio.....	Failed to connect.....	11 04	.....
9110	Cleveland to Toledo.....	President Cleveland & Toledo Railroad Co.....	22,000 00	17 63	Remit deduction of \$1,196 50. (See Appendix).....	.....	.....	.....	.....
9110	.....do.....	.....do.....	22,000 00	17 63	Oct. 18 to Dec. 31, 34 times.....	On route, Ohio.....	Omitted full service.....	34 00	.....
9019	Barnesville to Woodfield.....	John Howard.....	450 00	72	October 19.....	Barnesville, Ohio.....	Wet mail.....	1 00	.....
9020	Leatherbus to McConnellville.....	Saml. Marquis.....	548 00	9 63	December 11, 25.....	McConnellville, Ohio.....	Failed to arrive.....	5 26	.....
9022	Gomber to Lowell.....	W. W. Lannan.....	374 90	1 80	December 28.....	Gomber, Ohio.....	.....do.....	1 80	.....
9025	Cambridge to Cumberland.....	Saml. Marquis.....	423 00	9 03	December 10, 28.....	McConnellville, Ohio.....	.....do.....	4 06	.....
9039	Conchocton to Mt. Vernon.....	Wm. Combs.....	399 00	1 91	Nov., Dec., 7 times.....	Conchocton, Ohio.....	.....do.....	13 37	.....
9063	Warren to Chardon.....	Simon Slough.....	800 00	2 56	November.....	On route, Ohio.....	Inferior service.....	13 31	.....
9116	Ravenna to Chardon.....	.....do.....	373 00	1 79	July 1, 1856, to Feb. 18, 1857.....	.....do.....	.....do.....	.....	.....
9116	.....do.....	.....do.....	373 00	1 79	Feb. 18, 1857, to Nov. 1, 1857.....	Ravenna and Mantua Station, Ohio.....	.....do.....	95 02	.....
9116	.....do.....	.....do.....	373 00	1 79	Nov. 1, 1857, to Dec. 31, 1857.....	On route, Ohio.....	.....do.....	.....	.....
9191	Oneida Mills to Carrollton.....	.....do.....	360 90	57	November, 4 times.....	Oneida Mills Ohio.....	Failed to connect.....	57	.....
9194	New Philadelphia to Uhricksville.....	President Carroll County Railroad Company.....	183 00	29	November 14.....	Uhricksville, Ohio.....	Failed to arrive.....	59	.....
9157	Zanesville to Columbus.....	Houser & Allen.....	1,495 00	2 05	October, November, December.....	On route, Ohio.....	Failed to perform Sunday service.....	23 30	.....
9172	Columbus to Mount Vernon.....	Crandall Wilcox.....	1,399 00	2 34	Nov. 11, Dec. 11.....	Westville, Ohio.....	Failed to supply.....	1 00	.....
9172	.....do.....	.....do.....	1,399 00	2 34	Nov. 30, Dec. 23.....	Mount Vernon, Ohio.....	Failed to arrive.....	4 48	.....
9179	Columbus to Marysville.....	Charles L. Olive.....	575 00	1 84	October 8.....	New California, Ohio.....	Failed to supply.....	1 84	.....
9194	Sunbury to Mount Gilead.....	James Cook.....	284 00	1 36	December, 4 times.....	Kingston Centre, Ohio.....	.....do.....	1 00	.....
9195	Sunbury to Fredericktown.....	Daniel A. Baker.....	175 00	1 68	December 30.....	Fredericktown, Ohio.....	Failed to arrive.....	1 68	.....
9195	.....do.....	.....do.....	175 00	1 68	December 31.....	Sunbury, Ohio.....	.....do.....	4 86	.....
9201	Chillicothe to New Holland.....	James Bush.....	337 50	3 61	December, 3 times.....	Yellow Bird, Ohio.....	.....do.....	19 81	.....
9203	Altoona to Marietta.....	H. T. Hoyt.....	1,190 00	1 43	October 1 to 30.....	On route, Ohio.....	Inferior service.....	10 01	.....
9215	Bainbridge to West Union.....	G. D. Darlington.....	449 00	1 43	Nov., Dec., 7 times.....	Bainbridges, Ohio.....	Failed to arrive.....	1 42	.....
9215	.....do.....	.....do.....	449 00	1 43	October 22.....	West Union, Ohio.....	.....do.....	35	.....
9215	.....do.....	.....do.....	449 00	1 43	December 3.....	.....do.....	Failed to arrive in time.....	1 25	.....
9220	Loenest Grove to Hillsborough.....	Wm. Turlon.....	180 00	1 51	Nov., Dec., 5 times.....	Sinking Spring, Ohio.....	Failed to supply.....	75	.....
9232	Portsmouth to Cincinnati.....	Bradford & Smith.....	2,500 00	8 01	October 12.....	Loenest Grove, Ohio.....	Failed to arrive.....	18 02	.....
9233	Wheelerburg to Vinton.....	Nathaniel A. Fisher.....	498 00	4 50	October 9, 16.....	Portsmouth, Ohio.....	.....do.....	4 50	.....
9248	Wellington to Wapakonetta.....	Wm. L. Ross.....	250 00	4 75	December 1.....	Wheelerburg, Ohio.....	.....do.....	1 25	.....
9277	Toledo to La Grange.....	A. W. Woodworth.....	495 00	4 75	December 22.....	Wellington, Ohio.....	.....do.....	4 75	.....
9284	Freemont to Stony Ridge.....	Ira Smith.....	380 00	1 25	November 30.....	La Grange, Ohio.....	.....do.....	31	.....
9289	Defiance to Panama.....	D. A. Baker.....	265 00	2 54	November 20.....	Freemont, Ohio.....	.....do.....	.....	.....
9289	.....do.....	.....do.....	265 00	2 54	Nov., Dec., 3 times.....	Panama, Ohio.....	.....do.....	7 62	.....
9289	.....do.....	.....do.....	265 00	2 54	December 31.....	Defiance, Ohio.....	.....do.....	9 74	.....
9289	Refiance to Elgerton.....	.....do.....	265 00	1 37	.....do.....	.....do.....	.....do.....	1 37	.....
9339	Georgetown to Fayetteville.....	Robert E. Fry.....	143 00	1 44	November 10.....	Fayetteville, Ohio.....	.....do.....	1 44	.....
9441	Georgetown to West Union.....	G. D. Darlington.....	450 00	2 64	December 1.....	West Union, Ohio.....	.....do.....	2 64	.....
9448	Washington C. H. to Bullbrook.....	Wm. Curry.....	549 00	2 64	October 8.....	Bullbrook, Ohio.....	.....do.....	2 64	.....
9448	.....do.....	.....do.....	549 00	2 64	Washington C. H., O.....	Washington C. H., O.....	.....do.....	2 64	.....
9554	Lancaster to Galena.....	A. Cook.....	452 00	1 04	December 22, 23.....	Galena, Ohio.....	.....do.....	52	.....



*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
9376	Dayton to Richmond.	Joseph W. Gilbert.	\$780 00	\$2 50	November 30.	Dayton, Ohio.	Failed to arrive.	.....	\$2 50
9402	Wapakonetta to Kenton.	Alexander Elliott.	200 00	1 92	December 11.	Kenton, Ohio.	do.	.....	1 92
9407	Cleveland to New Castle.	President Cleveland and Mahoning Railroad Co.	3,922 00	6 28	November 30.	New Castle, Ohio.	do.	.....	91
1108	Whitehall to Plattsburg.	President Champlain Transportation Co.	4,800 00	8 38	Oct. 12 to Dec. 5, 40 times.	On route, N. Y.	Failed to perform full service.	.....	335 80
5771	Salem to Jefferson.	James M. Bland & Co.	1,800 00	5 77	Oct., Nov., Dec., 35 times.	On route, N. C.	Inferior service.	.....	80 85
5771	do.	do.	1,800 00	5 77	Nov., Dec., 31 times.	do.	do.	.....	24 36
7852	New Orleans to Brazos Santiago.	Harris & Morgan.	15,000 00	312 50	Oct. 5, Nov. 2	New Orleans, La.	Failed to arrive in time.	\$100 00	.....
7852	do.	do.	15,000 00	312 50	October 19.	do.	Failed to arrive.	.....	312 50
7924	Greenwood to Mount Enterprise.	Paul A. Swink.	980 00	4 71	Remit fine of \$3 51. (See Appendix.)	do.	do.	.....	.....
14001a	St. Paul to Prairie du Chien.	M. O. Walker.	120 00	60 00	December 1.	Prairie du Chien, Min. Territory.	Wet mail.	5 00	.....
14001a	do.	do.	120 00	60 00	November 6 times.	do.	Failed to take the mail.	60 00	.....
14007	St. Paul to West Union.	do.	732 08	2 50	November 30.	Faribault, Min. Ter.	Failed to arrive.	.....	2 50
14007	do.	do.	1,416 62	6 76	November 29.	do.	do.	.....	6 76
14002	Cannon River Falls to West Union.	do.	1,170 00	11 30	November 3 times.	West Union, Min. Ter.	Failed to arrive in time.	8 46	.....
14102	Hastings to St. Peter's.	do.	30 00	86	November 6.	Faribault, Min. Ter.	Failed to arrive.	.....	86

WEEK ENDING SATURDAY, FEBRUARY 20, 1888.

14609	Indianapolis to Bloomington.	Wm. Wilkison.	1,123 00	5 39	December 1.	Bloomington, Ind.	Failed to arrive.	.....	5 39
14510	Indianapolis to Logansport.	E. S. Alvord.	1,090 00	10 48	November 10.	Logansport, Ind.	do.	.....	10 48
14513	Edinburg to Shelbyville.	Pres't Shelbyville Lat-eral Branch Railroad Company.	738 58	1 16	Nov., Dec., 10 times.	Shelbyville, Ind.	do.	.....	11 60
14513	do.	do.	728 58	1 16	Nov., Dec., 5 times.	Edinburg, Ind.	do.	.....	5 80
14513a	Shelbyville to Rushville.	Poe & Bell.	850 00	1 52	December 19, 31.	Shelbyville, Ind.	Failed to connect.	76	.....
14513a	do.	do.	850 00	1 52	December 23.	do.	Failed to arrive.	.....	1 52
14515	Jeffersonville to Indianapolis.	President Jeffersonville Railroad Company.	8,925 00	7 15	November 16, 30.	Indianapolis, Ind.	Failed to connect.	3 56	.....
14520	Corydon to Leavenworth.	Abraham Hawkins.	439 00	70	December 29.	Corydon, Ind.	do.	17	.....
14536	Laurensburg to Vevay.	Nathan Wadden.	193 00	1 65	December 19.	Vevay, Ind.	Failed to arrive in time.	92	.....
14538	Ellettsburg to Vandalia.	O. M. & F. M. McCollough.	149 00	1 65	November 20.	Hart's Mills, Ind.	Failed to supply.	1 00	.....
14556	Leavenworth to Rockport.	Jac. McKey.	1,492 50	4 48	November 24, 36.	Leavenworth, Ind.	Failed to arrive.	.....	9 12
14556	Brownstown to Nashville.	W. Munville.	107 50	1 76	Nov. Dec., 3 times.	Brownstown, Ind.	do.	.....	5 76
14608	Owensboro to Greensburg and Zanesville.	Wm. Burdy.	217 00	1 76	December 18.	Greensburg, Ind.	do.	.....	1 76
14676	Princeton to Washington.	Peter Stephenson.	387 50	1 66	November 14.	Washington, Ind.	Wet mail.	1 00	.....

14388	Terre Haute to Atties.....	E. S. Alvord.....	4,470 00	7 16	November 31.....	Atties, Ind.....	Failed to arrive.....	3 78	7 16
14801	Crawfordsville to Covington.....	do.....	1,180 00	3 78	December, 4 times.....	Crawfordsville, Ind.....	Failed to arrive in time.....	5 67	.....
14801	do.....	do.....	1,180 00	3 78	do.....	do.....	Failed to arrive.....	5 67	28 68
14801	do.....	do.....	1,180 00	1 09	October 25.....	White Hall, Ind.....	do.....	.....	77
14806	Point Commerce.....	do.....	114 00	1 06	November 7.....	do.....	do.....	.....	.....
14823	Bowling Green to Mount Tabor.....	Ralph Vanhorn.....	222 00	.....	Dec. 11 to 31, inclu- ave, 18 times.....	Bowling Green, Ind.....	Wet mail.....	1 00	.....
14823	Rushville to Cincinnati.....	E. S. Alvord.....	2,800 00	.....	.....	On route, Ind.....	Failed to arrive in time.....	90 00	.....
14825	Rushville to Oxford.....	Robert Crawford.....	385 00	3 70	October 1, 29.....	Oxford, Ind.....	Failed to connect.....	1 84	5 88
14840	Muncietown to Jay C. H. and New Corydon.....	John Conner.....	395 00	.....	Oct. 8, Nov. 19, Dec. 31.....	Muncietown, Ind.....	Failed to arrive.....	.....	.....
14840	do.....	do.....	385 00	.....	November 26.....	do.....	Failed to arrive in time.....	98	.....
14840	do.....	do.....	385 00	.....	Oct., Nov., Dec., 5 times.....	Halfway, Ind.....	do.....	9 45	.....
14840	do.....	do.....	385 00	.....	October 1.....	do.....	do.....	1 00	.....
14840	do.....	do.....	385 00	.....	Oct. 31, Nov. 31.....	New Corydon, Ind.....	Failed to arrive.....	.....	1 83
14873	Lafayette to Kokomo.....	Henry Williams.....	200 00	1 92	Nov., Dec., 3 times.....	Kokomo, Ind.....	do.....	5 76	95
14873	Pittsburg to Monticello.....	Joshua Reinker.....	99 00	.....	December 9.....	Pittsburg, Ind.....	do.....	95	.....
14877	Camden to Kokomo and Marion.....	W. R. Ploughe.....	531 00	.....	November 21.....	Kokomo, Ind.....	do.....	2 51	.....
14877	do.....	do.....	531 00	.....	Nov. 20, Dec. 25.....	Camden, Ind.....	do.....	5 02	.....
14884	Marion to Logansport.....	Samuel J. Cope.....	412 00	.....	November 7.....	Logansport, Ind.....	do.....	3 98	.....
14895	Coriucoph to Camden.....	Martin & Gillford.....	36 00	3 96	November 14.....	Camden, Ind.....	do.....	17	.....
14792	Oxford to Rensselaer.....	Henderson & Peck.....	275 00	9 64	October 15.....	Rensselaer, Ind.....	do.....	.....	2 64
14710	Fort Wayne to Jay C. H. and Winchester.....	George W. Tempier.....	690 00	.....	Oct., Dec., 4 times.....	Fort Wayne, Ind.....	do.....	8 64	.....
14710	do.....	do.....	690 00	.....	December 22.....	do.....	Failed to arrive in time.....	1 08	.....
14713	Fort Wayne to Hicksville.....	Alexander Yexloy.....	104 00	1 00	Oct., Dec., 7 times.....	Cole's Corners, Ind.....	Failed to supply.....	1 75	1 90
14762	Hagerstown to Windsor and Pennville.....	Eli H. Davidson.....	450 00	.....	November 26.....	Hagerstown, Ind.....	Failed to arrive.....	.....	.....
14762	do.....	do.....	450 00	.....	November 26.....	Pennville, Ind.....	do.....	2 42	.....
14771	Mount Vernon to Raleigh.....	Franklin Collins.....	404 50	3 88	December 19.....	Mount Vernon, Ind.....	do.....	5 00	.....
14771	do.....	do.....	404 50	.....	December 26.....	do.....	Failed to arrive in time.....	.....	.....
14771	do.....	do.....	404 50	3 88	December 11.....	Raleigh, Ind.....	Failed to arrive.....	3 89	.....
14771	Mishawaka to Bremen.....	Henry S. Harris.....	149 00	1 43	November 31.....	Bremen, Ind.....	do.....	1 43	.....
13059	Lansing to Byron.....	Humphrey & Hibbard.....	389 69	1 96	Oct. 1 to Dec. 31, 26 times.....	DeWitt, Mich.....	Failed to arrive two trips per week.....	31 76	.....
13059	do.....	do.....	389 69	.....	Nov., Dec., 17 times.....	Byron, Mich.....	Failed to arrive.....	21 42	.....
112	Standish to Onway.....	Naham Clough.....	585 00	1 93	January 13.....	Standish, Maine.....	do.....	93	.....
308	Pittsfield to Alton.....	Noah T. Pitman.....	224 00	1 43	January 11.....	Pittsfield, N. H.....	do.....	1 43	.....
405	Montpelier to Barton.....	H. S. Boutwell.....	375 00	1 50	January 1.....	North Greensboro', Vt.....	do.....	1 30	.....
422	Johnson to North Craftsbury.....	George P. Hauley.....	345 06	1 10	Dec., Jan., Feb., 3 times.....	Wolcott, Vt.....	do.....	75	.....
7155	Troy to Geneva.....	Andrew P. Love.....	957 00	4 61	December 14.....	Troy, Ala.....	do.....	4 61	.....
7203	Canton to Columbus.....	Jemison & Ficklin.....	10,113 00	16 90	Oct., Nov., 5 times.....	Canton, Miss.....	Failed to connect.....	20 25	.....
7303	do.....	do.....	10,113 00	16 90	December, 4 times.....	Columbus, Miss.....	Failed to arrive.....	64 80	.....
7386	Herbert to Greensboro.....	do.....	2,318 31	7 43	December 24.....	Greensboro', Miss.....	do.....	7 43	.....
7386	Brandon to Clinton.....	do.....	8,201 00	9 42	November 25.....	Brandon, Miss.....	Failed to connect.....	9 35	.....
8484	Sparta to Nickjack.....	M. A. Price.....	392 00	1 88	December 28.....	Pikeville, Tenn.....	Failed to arrive in time.....	47	.....
8559	Cleveland to Chattanooga.....	Mrs. L. Eldridge.....	337 00	1 04	December 28.....	Harrison, Tenn.....	Failed to supply.....	95	.....

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
8355	Jasper to Pikeville.....	S. C. Norwood.....	\$360 00	\$1 75	December 15.....	Pikeville, Tenn.....	Failed to arrive.....	.....	\$1 75
8357	Pikeville to Athens.....	W. C. Leiland.....	400 00	1 92	December 7, 93.....	do.....	do.....	.....	3 84
7199	Jasper to Elyton.....	Thomas L. Reed.....	198 00	1 81	Contractor resumed service; made no failure for the quarter ending December 31, 1887; therefore remove suspension of pay, February 15, 1888.	do.....	do.....	.....	.....
7467	Quitman to Columbus.....	Jemison & Ficklin.....	5,300 00	17 30	During the months of January and February, 1888, the contractors were required to run three trips per week, but no specified days named; during this period three trips were omitted. Contractors were then receiving \$4,385 per annum, not \$4,300; price of half trip was \$7 64, not \$17 30, as estimated in the deductions heretofore made; consequently the deductions should have been \$22 92, instead of \$46 50; therefore remit \$53 58 of deduction, February 19, 1888.	do.....	do.....	.....	.....

## WEEK ENDING SATURDAY, FEBRUARY 27, 1888.

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
6391	Augusta to Atlanta.....	Presst. Georgia Railroad and Banking Co.	41,818 00	57 30	Postmaster at Augusta states, under date of Feb. 16, 1888, that he made a mistake in reporting failure Nov. 2, 1887; therefore remit deduction of \$37 30.	.....	.....	.....	.....
13419	Rock Island to Galesburg.....	W. H. Holcomb.....	575 08	9 76	November 20.....	Richland Grove, Ill.....	Failed to supply.....	50	.....
13419	.....do.....	do.....	575 08	9 76	December, 1 times.....	do.....	do.....	9 00	.....
14027	Farbault to Beckenridge.....	J. B. Brown.....	100 00	9 08	December 16.....	Henderson, Min.....	Failed to arrive.....	.....	9 08
14031	Traverse des Sioux to St. Cloud.....	S. B. Lowry.....	130 00	9 70	November 30.....	Traverse des Sioux, Min.....	do.....	.....	9 70
14039	Brownsville to Elliot.....	D. A. Baker.....	150 00	1 44	Oct., Nov., Dec., 13 times.....	Elliot, Min.....	do.....	.....	18 72
14046	Redwing to Shakopee.....	do.....	100 00	96	December 22.....	Shakopee, Min.....	do.....	.....	96
14051	Winona to Chaffield.....	do.....	600 00	96	November 30.....	Winona, Min.....	do.....	.....	96
14051	.....do.....	do.....	600 00	96	October 23, 27.....	do.....	Mail left at same way office, failed to arrive.....	.....	1 92
14059	Brownsville to Mankato.....	H. L. Edwards.....	200 00	1 92	October 15, 5 times.....	Mankato, Min.....	do.....	.....	9 60
14059	.....do.....	do.....	200 00	1 92	Nov., Dec., 8 times.....	do.....	do.....	.....	15 36
14055	Redwing to Austin.....	D. Hancock.....	480 00	3 84	December 15.....	Austin, Min.....	do.....	.....	7 68
14055	Redwing to Blue Earth City.....	L. Oster.....	480 00	4 60	December, 3 times.....	Blue Earth City, Min.....	do.....	.....	13 80
14061	Mankato to Oronoco.....	S. A. Punnam.....	350 00	3 36	.....do.....	Oronoco, Min.....	do.....	.....	.....
14061	.....do.....	do.....	350 00	3 36	December 2.....	do.....	Failed to arrive in time.....	9 59	.....
14068	St. Cloud to Superior.....	Miller & Bristol.....	1,900 00	10 76	Oct., Nov., 5 times.....	St. Cloud, Min.....	do.....	.....	3 36
14068	.....do.....	do.....	1,900 00	10 76	Oct., Nov., 5 times.....	Superior, Min.....	do.....	.....	53 80
14079	Shakopee to Northfield.....	do.....	1,300 00	9 40	December 23.....	Shakopee, Min.....	do.....	.....	64 50
14079	Mankato to Mitchell.....	J. J. Brackett.....	250 00	9 76	November 31, 28.....	Mankato, Min.....	do.....	.....	9 40
14079	.....do.....	do.....	80 00	76	Oct., Nov., 5 times.....	Mitchell, Min.....	do.....	.....	1 59
14079	.....do.....	do.....	80 00	76	December, 5 times.....	Mankato, Min.....	do.....	.....	6 06
14079	.....do.....	do.....	90 00	76	.....	.....	do.....	.....	5 90

7928	Dallas to Mt. Pleasant.....	7 30	749 00	Caney Cobb.....
7928	.....do.....	7 30	749 00	.....do.....
7944	Bonham to Dallas.....	6 60	687 00	Rives & Burridge.....

## WEEK ENDING SATURDAY, MARCH 6, 1858.

411	Burlington to Vergennes.....	1 31	390 00	January 29.....	Monkton, Vt.....	Failed to arrive.....	\$1 00
8886	Princeton to Chillicothe.....	.....	618 00	Route relet; new contractor commenced service Sept. 17, 1857. Remove suspension of pay March 2, 1858.	.....	.....	.....

## WEEK ENDING SATURDAY, MARCH 13, 1858.

5216	Petersburg to Franklin Depot.....	3 12	650 00	February 5, 12, 19.....	Petersburg, Va.....	Failed to arrive in time.....	2 34
5216	do.....	3 12	650 00	February 15, 22.....	Franklin Depot, Va.....	Failed to arrive in time.....	78
5216	do.....	3 12	650 00	February 18.....	.....do.....	Failed to arrive in time.....	4 75
7005	Montgomery to Burnsville.....	85	708 00	December 5 times.....	Burnsville, Ala.....	Failed to arrive.....	1 90
7005	do.....	85	708 00	Dec. 31, Jan. 2.....	Montgomery, Ala.....	.....do.....	2 56
7005	do.....	85	708 00	Nov., Dec., January, 8 times.....	Prairieville, Ala.....	.....do.....	3 85
7306	Jackson to Canton.....	3 85	800 00	December 14.....	Jackson, Miss.....	Failed to arrive in time.....	94
7353	Columbus to Houston.....	3 79	789 00	December 18.....	Columbus, Miss.....	Failed to arrive.....	11 56
7376	Macon to Pickensville.....	9 60	904 00	December, 4 times.....	Pickensville, Miss.....	Failed to arrive.....	37 85
7400	Columbia to Pass Christian.....	7 45	1,549 00	Nov., Dec., 5 times.....	Columbia, Miss.....	Failed to arrive in time.....	5 00
7400	do.....	7 45	1,549 00	December 7.....	.....do.....	Failed to supply.....	1 50
7400	do.....	7 45	1,549 00	Oct., Dec., January, 10 times.....	Beppo, Miss.....	Failed to connect.....	2 78
7400	do.....	7 45	1,549 00	Oct., Dec., 3 times.....	Shieldsboro, Miss.....	Failed to arrive.....	9 16
7456	Pontotoc to Oxford.....	9 40	1,500 00	December 10, 12.....	Oxford, Miss.....	Failed to arrive.....	1 10
7496	Canton to Carthage.....	5 59	1,746 00	Oct. 6, Nov. 7.....	Canton, Miss.....	.....do.....	.....
7496	.....do.....	5 59	1,746 00	December 2.....	Pratts Point, Miss.....	Failed to arrive.....	.....
8486	Pratts Point to Houston.....	1 10	925 00	December 12.....	Jamesstown, Miss.....	.....do.....	.....
8849	Crossville to Jamesstown.....	3 99	115 00	Postmaster at Kookuk, Feb. 26, '58, certifies that he made a mistake in reporting failures Dec. 5, 19, 1857, through a misunderstanding in the time of arrival; therefore remit deduction of \$7 96.	Jamesstown, Miss.....	.....do.....	.....
8849	Hannibal to Kookuk.....	3 99	2,480 00	.....	.....	.....	.....

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip	Date of delinquency.	Phase of delinquency.	Nature of delinquency.	Fines.	Deduct.
5112	Franklin to Bath O. H .....	Thos. J. Jones .....	\$946 00	\$3 38	Contractor abandoned service; suspend pay and refer to contract office March 13, 1888.				
8076	San Antonio to San Diego. ....	James E. Bireh .....	149,800 00	3,130 13	July 9, '94 .....	San Diego, Cal. ....	Failed to depart.....		\$,941 66

WEEK ENDING SATURDAY, MARCH 30, 1888.

5730	Reidsville to Danville .....	Geo. V. Nolley .....	417 79	66	Jan., Feb., March, 77 times.	Danville, N. C. ....	Failed to arrive .....		\$50 93
5730	do .....	do .....	417 79	66	April, May, 53 times.	do .....	do .....		34 32
5730	do .....	do .....	417 79	66	Nov., Dec., 38 times.	do .....	do .....		25 06
5730	do .....	do .....	417 79	66	November 14, 17, 19.	do .....	Inferior service .....		43
5730	do .....	do .....	417 79	66	Jan., Feb., March, 77 times.	Yanceyville, N. C. ....	Failed to arrive .....		50 93
5730	do .....	do .....	417 79	66	April, May, 53 times.	do .....	do .....		34 32
7280	do .....	do .....	417 79	66	Nov., Dec., 41 times.	do .....	do .....		37 06
Brch.	Yanceyville to Haw River .....	do .....	600 00	96	Jan., Feb., March, 77 times.	do .....	do .....		73 93
5730	do .....	do .....	600 00	96	April, May, 53 times.	do .....	do .....		49 92
5730	do .....	do .....	600 00	96	Nov., Dec., 40 times.	do .....	do .....		38 40
5730	do .....	do .....	600 00	96	Jan., Feb., March, 77 times.	Haw River, N. C. ....	do .....		73 93
5730	do .....	do .....	600 00	96	April, May, 53 times.	do .....	do .....		49 92
5730	do .....	do .....	600 00	96	Nov., Dec., 40 times.	do .....	do .....		38 40
5730	Reidsville to Danville .....	do .....	307 30	98	Jan., Feb., March, 36 times.	Yanceyville, N. C. ....	Inferior service .....		13 60
5730	do .....	do .....	307 30	98	April, May, 36 times.	do .....	do .....		10 40
5730	do .....	do .....	307 30	98	Nov., Dec., 36 times.	do .....	do .....		10 40
5730	do .....	do .....	307 30	98	Jan., Feb., March, 36 times.	Reidsville, N. C. ....	do .....		15 80
5730	do .....	do .....	307 30	98	April, May, 36 times.	do .....	do .....		10 40
5730	do .....	do .....	307 30	98	Nov., Dec., 36 times.	do .....	do .....		10 40
5730	do .....	do .....	307 30	98	Jan., Feb., March, 36 times.	do .....	do .....		10 40
5730	do .....	do .....	307 30	98	April, May, 36 times.	do .....	do .....		10 40
2331	Indiana to Brookville .....	Joseph A. Henderson .	990 00	1 57	[The above cases specially reported twice daily for March 16, 1888.]				
3331	do .....	do .....	990 00	1 57	Nov., March, 16, 1888.	Brookville, Pa. ....	Failed to arrive in time.....	\$0 30	14 13
3331	do .....	do .....	990 00	1 57	November, 9 times .....	do .....	Failed to arrive .....	30	
3331	do .....	do .....	990 00	1 57	November 18.	Indiana, Pa. ....	Failed to arrive in time.....		7 85
3331	do .....	do .....	990 00	1 57	November, 6 times .....	do .....	Failed to arrive .....		

3909	Baltimore to Wheeling.....	President Baltimore and Ohio Railroad Co.	94,300 00	47 67	Express route agent reports that failure of Oct. 30 was caused by the engine breaking down near Cumberland; report dated March 12, '57; therefore, remit fine of \$11.75.				
7133	Livingston to Old Washington..	E. Johnson.....	1,000 00	4 80	Route relet to William Kirtland; service commenced Nov. 30, '57; therefore remove suspension of pay March 15, 1858.				
8435	Nashville to Chattanooga.....	President Nashville and Chattanooga R.R. Co.	25,000 00	17 19	Nov., Dec., 5 times.	Chattanooga, Tenn.	Failed to connect	30 00	
8483	Kington to Jamestown.....	W. S. Centre.....	400 00	3 85	October, Nov., Dec., 4 times.	Jamestown, Tenn.	Wet mail	4 00	
8498	Russellville to Blountville.....	Kent, Ficklin & Payton	1,500 00	4 16	August 37.....	Russellville, Tenn.	do	2 50	
8499	Russellville to Bristol.....	do	12,000 00	19 53	January 8.....	Bristol, Tenn.	do	5 00	
8505	Knoxville to Limestone Springs.	James C. Bradford	1,800 00	6 05	March 6.....	Newport, Tenn.	do	3 00	
8536	Greenville to Asheville.....	Valentine Ripley.....	1,750 00	5 61	May 14.....	Greenville, Tenn.	do	2 50	
8572	Payetteville to Coopersville.....	John H. Timmons.....	131 10	1 36	July 1 to Sept. 30, '57.	Gas Factory and Coopersville, Tenn.	Failed to perform service.		57
8598	Huntington to Brownsville.....	Woods & Rutherford.	1,500 00	4 80	January 26.....	Brownsville, Texas	Wet mail	1 00	
8636	Balclugh to Dyersburg.....	John M. Moore.....	925 00	4 45	December 30.....	Portersville, Tenn.	do	4 00	
13594	Timber to Cambridge.....	B. Follote.....	425 00	4 08	Oct. 1 to Dec. 31, '57.	On route, Ill.	Failed to perform service.		106 25
13594	do.....	do.....	425 00	4 08	Jan. 1 to Sept. 5, '57.	do.....	do		283 50
13594	do.....	do.....	425 00	4 08	Route relet and contract executed from Sept. 5, '57; therefore remove suspension of pay March 17, '58.				
8063	Cumden to Tyler.....	Bennett Boggess.....	600 00	5 76	It appears from the contract book that Benj. Wheeler is the accepted bidder on this route, at \$398 per annum, instead of B. Boggess, at \$600; therefore remit deduction of \$5.76.				
8093	do.....	Benjamin Wheeler.....	398 00	3 74	December 30.....	Tyler, Texas	Failed to arrive		3 74
7107	Tuscaloosa to Jasper.....	D. M. Compton.....	385 00	1 85	Contractor performing service regularly and all deductions made for omitted service; therefore remove suspension of pay Mar. 18, 1858.				

*Fines imposed on contractors and deductions made from their pay—Continued.*  
WEEK ENDING SATURDAY, MARCH 27, 1856.

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
926	New London to Stonington.....	Pres't Citizens Steam- boat Company.	\$600 00	\$1 92			The company having charged but for the service actually rendered, from Sept. 23 to Oct. 19, 1857, remit the de- duction of \$46 08.		
928	.....do.....	.....do.....	600 00	1 92			The company not charging for service from Oct. 30 to December 31, 1857, there- fore remit the deduction of \$119 62.		
929	.....do.....	.....do.....	600 00	1 92			The company only charging for the service actually ren- dered, from March 12 to Aug. 30, 1857, therefore re- mit deduction of \$101 76.		
1119	Vergennes to Elizabethtown....	H. J. Parsons	320 00	46	January 25.....	Vergennes, N. Y. ....	do.		\$0 46
1155	Adams to Copenhagen.....	Wallace Gaines.	550 00	88	January 30.....	Adams, N. Y. ....	do.		88
1155	.....do.....	.....do.....	550 00	88	January 27, 29.....	Copenhagen, N. Y. ....	do.		1 76
1301	Utica to Russia.....	Wm. Colwell.	85 00	13	February 11.....	Deerfield, N. Y. ....	do.		13
1354	Auburn to South Lansing.....	Daniel Cannon.	750 00	2 08	January 27.....	Auburn, N. Y. ....	Failed to arrive in time .....		
1383	Le Roy to Alexandria.....	Ross & Williams.	119 00	1 14	January 30.....	Alexandria, N. Y. ....	Failed to arrive .....	\$0 52	
5044	Sweedlin Hill to McDowell.....	Jesse Landis.	187 99	1 20	Suspend pay and refer in contract office, March 29, 1856.		do.		1 14
9005	Wheeling to Rochester.....	Preston Roberts, Jr. ....	2,500 00	4 00			Postmasters at Rochester and Wheeling, March 15, 1858, certify that the contractor carried the mails in 2-horse coaches as long as it was practicable so to do, and that he was compelled to carry them on horseback and buggy in consequence of the bad condition of the roads; and, in their opinion, the mails could not have been carried in any other way. Therefore remit de- duction of \$300 00.		
13459	Galesburg to Quincy.....	Pres't Quincy and Chi- cago Railroad Co.	10,100 00	8 09	Nov. 22, 1857, to Jan. 22, 1858.	On route, Ill. ....	Failure of one trip per day..		1 60
13660	Washington to Havana.....	J. A. Williams.	1,400 00	4 45	Jul. 16, 1857, to Dec. 31, 1857.	Pekin and Morton, Ill. Washington to Morton, Illinois.	Failure of two trips per week.		84 37
13660	.....do.....	.....do.....	1,400 00	4 45	.....do.....		Failed to perform service ..		90 75

WEEK ENDING SATURDAY, APRIL 3, 1858.

1107	Whitehall and Keeseville.....	John B. Tufts.....	1,600 00	9 56	March 20.....	Whitehall, N. Y.....	Failed to connect.....	64	.....
1169	Richmondville to Davenport.....	Orson Root.....	650 00	1 05	March 17, 18.....	Davenport, N. Y.....	Failed to arrive.....	54	.....
1186	Clayville to West Winfield.....	Zeno E. Allen.....	323 00	1 51	March 19.....	Clayville, N. Y.....	Failed to connect.....	12	.....
1314	Buffalo to Hornellsville.....	President Buffalo and N. York City Railroad Co.....	6,845 00	10 44	February 19.....	Hornellsville, N. Y.....	Failed to arrive.....	5 00	.....
1331	Erie to Little Valley.....	Warner D. Shaw.....	830 00	1 33	Feb. 29, March 18.....	Little Valley, N. Y.....	Failed to connect.....	66	.....
1338	Kubrick to Ellicottsville.....	Daniel E. Bartlett.....	99 00	15	February 6.....	Ellicottsville, N. Y.....	Failed to arrive.....	15	.....
1346a	Nunda to Genesee.....	John R. Marsh.....	174 00	37	January 5.....	Genesee, N. Y.....	Failed to connect.....	66	.....
1362	Bath to Jasper.....	Ross & Williams.....	134 00	1 19	January 13.....	Bath, N. Y.....	Failed to arrive.....	1 19	.....
1406	Susquehanna Depot to Oneonta.....	Peter Packard.....	256 18	62	Feb. 17, 94.....	Aiton, N. Y.....	Failed to connect.....	1 04	.....
1418	Oneonta to Prattsville.....	Thompson C. Smith.....	313 80	50	Feb. 31.....	Davenport, N. Y.....	Failed to arrive.....	12	.....
7074	Decatur to Jasper.....	Joel Barnum.....	375 00	3 61	Dec. 23.....	Decatur, Ala.....	.....do.....	3 61	.....
7115	Salina to Greenville.....	Jemison & Ficklin.....	587 00	2 62	August 4.....	Greenville, Ala.....	Wet mail.....	1 50	.....
7158	Greenville to Troy.....	S. F. Gafford.....	419 00	4 04	August 4.....	.....do.....	.....do.....	3 00	.....
7189	Jasper to Ellyton.....	Thomas L. Reed.....	198 00	1 91	Contractor abandoned service; suspend pay, and refer to contract office.....	.....do.....	.....do.....	.....	.....
7309	New Orleans to Vicksburg.....	Holmes & Leathers.....	40,000 00	198 90	November 19.....	New Orleans, La.....	Failed to arrive in time.....	33 05	.....
8636	Nashville to Cairo.....	A. L. Davis.....	7,638 00	94 48	March 12, 19.....	Clarksville, Tenn.....	Failed to deliver all the mail.....	10 00	.....
3301	Harrisburg to Pittsburg.....	President Pennsylvania Railroad Co.....	50,000 00	34 34	February 12.....	Harrisburg, Penn.....	Failed to take the mail.....	8 00	.....
3902	Baltimore to Wheeling.....	President Baltimore and Ohio Railroad Co.....	94,000 00	129 39	January 1 to March 31, 1858.....	Baltimore and Cumberland, Md.....	Failed to run one of the Sunday trips. April 1, 1858, the fact that the loss of his boat, Nov. 18, 1857, occasioned serious inconvenience, and that he made every exertion to carry the mails by transient boats. Postmaster General allows one week for the loss of boat, and time to secure other means of transportation for the mails. Therefore remit deduction of \$3 62 for failure November 23.	.....	400 00
8410	Paducah to Cairo.....	G. A. Phillips.....	6,300 00	8 62	.....	.....	.....	.....	.....
14027	Faribault to Breckenridge.....	J. R. Brown.....	100 00	.....	May 21 to Dec. 31, 1857.....	Green Lake & Breckenridge, Minn. T.....	Failed to perform service.....	.....	30 00



*Fines imposed on contractors and deductions made from their pay—Continued.*

TWO WEEKS ENDING SATURDAY, APRIL 17, 1858.

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
4831	Alexandria to Gordonsville.....	Pres. Orange and Alexandria Railroad Co.....	\$13,375 00	\$18 18	January 18.....	Alexandria, Va.....	Failed to take the mail.....	.....	\$18 18
4831	Washington to Alexandria.....	.....do.....	13,375 00	18 18	February 3.....	.....do.....	Failed to connect.....	.....	18 18
5310	New Orleans to Cairo.....	Hugh Latham.....	1,900 00	84	January 18.....	.....do.....	It appearing that the river was closed during a portion of the time employed on this trip, February 5, 1857, steamer St. Nicholas left New Orleans January 30, 1857; mails transferred to steamer James Montgomery, arrived February 7, one day behind schedule time; therefore reduce time; therefore deduct of \$450 68.	.....	84
7809	.....do.....	Eastham, Gaines & Woodburn.	328,000 00	450 68	.....	.....	.....	.....	.....
7809	.....do.....	Holladay, Brannon & Patterson.	328,000 00	450 68	October 12.....	New Orleans, La.....	Failed to arrive.....	.....	450 68
7809	.....do.....	.....do.....	328,000 00	450 68	November 18.....	Cairo, La.....	Failed to connect.....	\$160 80	.....
7809	.....do.....	.....do.....	328,000 00	450 68	November 22.....	.....do.....	.....do.....	160 80	.....
7809	.....do.....	.....do.....	328,000 00	450 68	December 11.....	.....do.....	.....do.....	117 05	.....
7809	.....do.....	.....do.....	328,000 00	450 68	December 15.....	.....do.....	.....do.....	167 05	.....
7809	.....do.....	.....do.....	328,000 00	450 68	January 4, 1858.....	.....do.....	.....do.....	190 17	.....
7809	.....do.....	.....do.....	328,000 00	450 68	January 5, 1858.....	.....do.....	.....do.....	148 30	.....
7809	.....do.....	Eastham, Gaines & Woodburn.	328,000 00	450 68	April, May, June, 8 failures.	Helena from Cairo, La.	.....do.....	160 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 18 failures.	Helena from New Orleans, La.	.....do.....	360 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 12 failures.	Helena, La.	.....do.....	390 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 12 failures.	New Madrid from N. Orleans, La.	.....do.....	390 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 7 failures.	New Madrid from Cairo, La.	.....do.....	140 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 12 failures.	Grand Lake from Cairo, La.	.....do.....	340 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 18 failures.	Grand Lake from N. Orleans, La.	.....do.....	360 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 7 failures.	Point of Washington from New Orleans, La.	.....do.....	140 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 4 failures.	Point of Washington from Cairo, La.	.....do.....	80 00	.....
7809	.....do.....	.....do.....	328,000 00	450 68	April, May, June, 9 failures.	Columbia, from New Orleans, La.	.....do.....	160 00	.....

7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 3 failures.	Columbus, from Cairo, La.	.....do.....	60 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 10 failures.	Memphis from Cairo, La.	.....do.....	200 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 11 failures.	Memphis, from New Orleans, La.	.....do.....	920 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 15 failures.	Napoleon from New Orleans, La.	.....do.....	300 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 1 failure.	Napoleon from Cairo, La.	.....do.....	90 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 8 failures.	Lake Providence from New Orleans, La.	.....do.....	190 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 29 failures.	Vicksburg, from New Orleans, La.	.....do.....	580 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, 1 failure.	Vicksburg from Cairo, La.	.....do.....	90 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 9 failures.	Greenville from Cairo, La.	.....do.....	180 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 7 failures.	Greenville from New Orleans, La.	.....do.....	140 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 5 failures.	Hickman from New Orleans, La.	.....do.....	100 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 13 failures.	Hickman, from Cairo, La.	.....do.....	960 00
7809	.....do.....	.....do.....	329,000 00	450 08	August, September, 5 failures.	Garter's Landing from New Orleans, La.	.....do.....	190 00
7809	.....do.....	.....do.....	329,000 00	450 08	August, September, 5 failures.	Garter's Landing from Cairo, La.	.....do.....	100 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, July, August, September, 53 failures.	Natchez from Cairo, La.	.....do.....	460 00
7809	.....do.....	.....do.....	329,000 00	450 08	April, May, June, July, August, September, 34 failures.	Natchez from New Orleans, La.	.....do.....	480 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 8 failures.	Helena from Cairo, La.	.....do.....	160 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 16 failures.	Helena from New Orleans, La.	.....do.....	390 00
7809	.....do.....	.....do.....	329,000 00	450 08	Sept., 16 failures.	Lake Providence from New Orleans, La.	.....do.....	380 00
7809	.....do.....	.....do.....	329,000 00	450 08	Sept., 14 failures.	Lake Providence from Cairo, La.	.....do.....	980 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 12 failures.	Napoleon from New Orleans, La.	.....do.....	940 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 6 failures.	Napoleon, from Cairo, La.	.....do.....	190 00
7809	.....do.....	.....do.....	329,000 00	450 08	.....do.....	Vicksburg from Cairo, La.	.....do.....	190 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 11 failures.	Vicksburg from New Orleans, La.	.....do.....	920 00
7809	.....do.....	.....do.....	329,000 00	450 08	July, August, September, 4 failures.	Memphis from Cairo, La.	.....do.....	80 00

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half rip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7808	New Orleans to Oairo.....	Hollady, Brannon & Patterson.	\$328,000 00	\$450 68	July, August, September, 14 failures.	Memphis from New Orleans, La.	Failed to connect.	\$280 00	.....
7809	do.....	do.	328,000 00	450 68	July, August, September, 3 failures.	Columbia from New Orleans, La.	do.	60 00	.....
7809	do.....	do.	328,000 00	450 68	July, August, September, 11 failures.	Columbia from Oairo, New Orleans.	do.	220 00	.....
7809	do.....	do.	328,000 00	450 68	July, August, September, 4 failures.	New Madrid from N. Orleans, La.	do.	80 00	.....
7809	do.....	do.	328,000 00	450 68	July, August, September, 5 failures.	Grand Lake from N. Orleans, La.	do.	100 00	.....
7809	do.....	do.	328,000 00	450 68	do.	Grand Lake from Oairo, La.	do.	100 00	.....
7809	do.....	do.	328,000 00	450 68	October, November, Dec., 7 failures.	Columbia from New Orleans, La.	do.	140 00	.....
7809	do.....	do.	328,000 00	450 68	October, November, Dec., 8 failures.	Columbia from Oairo, La.	do.	160 00	.....
7809	do.....	do.	328,000 00	450 68	October, November, Dec., 5 failures.	Memphis from New Orleans, La.	do.	100 00	.....
7809	do.....	do.	328,000 00	450 68	October, November, Dec., 6 failures.	Lake Providence from New Orleans, La.	do.	120 00	.....
7809	do.....	do.	328,000 00	450 68	October, November, Dec., 17 failures.	Helena from New Orleans, La.	do.	340 00	.....
7809	do.....	do.	328,000 00	450 68	October, November, Dec., 11 failures.	Natchez from New Orleans, La.	do.	220 00	.....
7809	do.....	do.	328,000 00	450 68	January, February, 1 failure.	Vicksburg from New Orleans, La.	do.	20 00	.....
7809	do.....	do.	328,000 00	450 68	December, March, 23 failures.	Hickman from New Orleans, La.	do.	460 00	.....
7809	do.....	do.	328,000 00	450 68	January, February, March, 9 failures.	Helena from New Orleans, La.	do.	180 00	.....
7809	do.....	do.	328,000 00	450 68	January, February, 15 failures.	Columbus from New Orleans, La.	do.	300 00	.....
7809	do.....	do.	328,000 00	450 68	January, February, March, 11 failures.	Memphis from New Orleans, La.	do.	220 00	.....
7809	do.....	do.	328,000 00	450 68	January, February, 1 failure.	Columbia from Oairo, La.	do.	20 00	.....
7809	do.....	do.	328,000 00	450 68	January, February, 8 failures.	New Madrid from N. Orleans, La.	do.	160 00	.....
7809	do.....	do.	328,000 00	450 68	January, February, March, 6 failures.	Lake Providence from Oairo, La.	do.	120 00	.....
7809	do.....	do.	328,000 00	450 68	January 20.	New Orleans, La.	Failed to arrive	.....	\$450 68
7809	do.....	do.	328,000 00	450 68	February 2.	do.	do.	.....	450 68
7809	do.....	do.	328,000 00	450 68	January 19.	do.	do.	.....	133 65
7809	do.....	do.	328,000 00	450 68	February 6.	Oairo, La.	Failed to arrive in time	.....	160 87
7809	do.....	do.	328,000 00	450 68	February 13.	do.	do.	.....	120 29

## WEEK ENDING SATURDAY, APRIL 24, 1858.

7600	do	do	399,000 00	450 68	February 19	do	129 99
7600	do	do	399,000 00	450 68	February 20	do	131 37
7600	do	do	399,000 00	450 68	February 22	do	135 77
7600	do	do	399,000 00	450 68	February 26	do	135 77
7600	do	do	399,000 00	450 68	February 27	do	301 43
7600	do	do	399,000 00	450 68	March 3	do	139 65
7600	do	do	399,000 00	450 68	March 5	do	146 74
7600	do	do	399,000 00	450 68	February 30	New Orleans, La	100 00
7600	do	do	399,000 00	450 68	February 32	do	450 68
7600	do	do	399,000 00	450 68	March 13	do	450 68
7600	do	do	399,000 00	450 68	March 8	Cairo, La	257 68
7600	do	do	399,000 00	450 68	March 9	do	182 68
7600	do	do	399,000 00	450 68	March 30	do	450 68
7600	do	do	399,000 00	450 68	March 28	do	133 65
8076	San Antonio to San Diego	Geo. H. Gliddings	149,800 00	6,341 06	January 23	San Diego, Cal	95 00

7072	Monroe to Elyton .....	R. A. Stewart .....	590 00	8 36	.....	.....	Kirby and David Sams, carriers, make oath that the cause of the failures of Nov. 27 and 28, 1855, was high water; therefore remit \$8 36.	.....	.....
7072	.....do.....	.....do.....	590 00	8 36	.....	.....	Kirby and David Sams, carriers, make oath that the cause of the failures on the 11th, 18th, and 25th December, 1855, was high water; therefore remit deduction of \$8 16.	.....	.....
7072	Somerville to Elyton .....	.....do.....	410 00	3 94	.....	.....	Kirby and David Sams, carriers, make oath that the cause of the failures in Jan. and Feb., 1856, was high water; therefore remit deduction of \$31 52.	.....	.....
7072	.....do.....	.....do.....	410 00	3 94	.....	.....	Kirby and David Sams, carriers, make oath that the cause of the failure on the 29th April, was high water; therefore remit deduction of \$3 90.	.....	.....
8092	Louisville to Shawneetown ....	Brannon & Murphy ....	94,000 00	39 99	January 17, 18.....	Shawneetown, Ky.....	Failed to bring the mail.....	90 00	359 73
9334	Loveland to Marietta .....	President Marietta and Cincinnati Railroad Company.	17,400 03	.....	Jan., Feb., Mar., '56, trips.	Athens and Marietta, Ohio.	Failed to arrive and depart..	.....	.....
9394	.....do.....	.....do.....	17,400 00	.....	March, 13 trips.	Athens, Ohio .....	.....do.....	.....	83 33
87	Houlton to Rockland .....	Ivory Colbrath .....	74 50	.....	Dec. 1, '57, to March 31, '58.	On route, Me.....	Inferior service.....	.....	4 96

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
106	Portland to Portsmouth.....	Presid't Portland, Saco, and Portsmouth Railroad Company.	\$7,837 50	\$6 28	January 29.....	Portsmouth, Me.....	Failed to arrive .....	.....	\$6 28
108	.....do.....	.....do.....	7,837 50	6 28	February 18 .....	.....do.....	Failed to call for mail in time .....	.....	3 14
109	Portland to Augusta.....	President Kennebec & Portland Railroad Co.	7,300 00	.....	Jan. 1 to March 31, '58.	On route, Me.....	Failed to run one of the daily trips .....	.....	310 35
123	Mechanic's Falls to Robinson's Mills.	Prest. Buckfield Branch Railroad Company.	835 00	1 37	.....do.....	.....do.....	Inferior service .....	.....	106 87
251	Concord to Lowell .....	President Concord and Lowell Railroad Co.	7,500 00	3 00	March 12 .....	Concord, N. H. ....	Failed to arrive .....	.....	3 00
304	Dover to Alton Bay .....	President Ochoeco Railroad Company.	9,100 00	1 68	February 23.....	Farmington, N. H. ...	.....do.....	.....	50
304	.....do.....	.....do.....	9,100 00	1 68	March 23 .....	Gonic, N. H. ....	.....do.....	.....	50
440	McIndoe's Falls to Lower Waterford.	Russell & Hill .....	85 00	.....	Jan. 1 to March 31.....	On route, Vt.....	Inferior service .....	.....	4 57
645	Milbury to West Sutton .....	Peleg C. Ohild.....	999 00	47	Dec. Jan., Feb., Mar., 73 times.	Milbury, Mass.....	Failed to connect .....	\$8 64	.....
703	Springfield to Keene.....	President Connecticut River Railroad Co.	7,450 00	.....	Jan. 31 to March 6.....	Greenfield and S. Ver. Junction, Mass.....	Failed to run one of the daily trips .....	.....	49 04
703	Northampton to Montague.....	Wm. A. Graves.....	399 00	63	March 31, April 1.....	Northampton, Mass.....	Failed to connect .....	32	.....
943	New Haven to New York .....	President New York & New Haven Railroad Company.	20,900 00	10 57	Dec. Jan., 6 times.....	New York, N. Y.....	.....do.....	15 84	.....
944	Bridgeport to Winchester .....	Prest. Naugatuck Railroad Company.	4,650 00	.....	Jan. 1 to March 31.....	Waterbury and Winchester, Conn.....	Failed to run one of the daily trips .....	.....	187 50
1069	Cashill to Delhi .....	Jno. S. Houghaling .....	1,943 00 (pro rata.)	3 11	Jan., Feb., March, 57 times.	Delhi, N. Y.....	Failed to arrive in time.....	21 06	.....
1156	Adams to Copenhagen.....	Wm. Shelmalsline.....	41 25 (pro rata.)	19	Jan., Feb., 3 times.....	Adams from Loraine, N. Y.	Failed to connect .....	15	.....
1156	.....do.....	.....do.....	41 25 (pro rata.)	19	Jan., March, 11 times.	Loraine from Adams, N. Y.	.....do.....	55	.....
1156	.....do.....	.....do.....	78 75 (pro rata.)	75	Jan., Feb., March, 12 times.	Loraine from Copenhagen, N. Y.	.....do.....	1 20	.....
1306	Syracuse to Naverino.....	Er. Smith.....	34 43	11	March 11.....	South Otego, N. Y.	Failed to deliver the mail .....	.....	50
1324	Auburn to South Lansing .....	Daniel Cannon.....	750 00	9 08	March 13.....	Auburn, N. Y.....	Failed to arrive in time .....	9 00	50
1324	.....do.....	.....do.....	750 00	9 08	March, 4 times .....	.....do.....	Failed to connect .....	.....	.....
1324	.....do.....	.....do.....	750 00	9 08	March 20, April 1.....	East Lansing, N. Y.	Failed to supply .....	50	.....
1324	.....do.....	.....do.....	750 00	75	Jan., Feb., Mar., 19 times.	Sodus Point, N. Y.	Failed to connect .....	4 75	.....
1371	North Chili to Whistland .....	Harry Warren .....	140 00	44	March 3, 16 .....	Whistland, N. Y.	Failed to arrive .....	4 75	44
1371	Bardonia to Ellicottville.....	Sylvester Spencer.....	784 56	1 35	January, 19 times .....	Springville, N. Y.	Failed to arrive in time.....	1 00	.....
1384	Dunkirk to Warren.....	James H. Metcalf .....	1,494 00	9 39	March 17, 18 .....	Warren, N. Y.....	.....do.....	.....	.....
1416	Oseonta to Prattville.....	W. D. Shaw .....	388 00	1 33	March 18 .....	Davenport, N. Y.	Failed to arrive .....	1 33	.....
1416	.....do.....	.....do.....	388 00	1 33	March 30 .....	.....do.....	Failed to arrive in time.....	50	.....
1426	Monticello to Grahamville .....	Thompson C. Smith.....	944 00	1 09	Jan. 1 to March 31.....	Monticello and Grahamville, N. Y.	Inferior service .....	.....	11 33

WEEK ENDING SATURDAY, MAY 1, 1846.

7343	Winchester to Linden.....	Wm. Kirkland.....	1,887 00	6 04	.....	.....	Contractor makes oath that the mail was delivered regularly at Winchester.....	.....
7342	.....do.....	.....do.....	1,887 00	6 04	.....	.....	.....	.....
4816	Fredericksburg to Tappahannock	King & Reamy.....	545 00	1 74	February 13, 30.....	Fredericksburg, Va.....	Contractor makes oath that the mail was duly carried and delivered at Winchester on October 18 and 24, and November 9, 6, 11, and 13, 1857; therefore remitted deduction of \$30 24.	1 00
4872	Bonack's to White Sulphur Springs.....	King, Picklin & Peyton.....	639 87	1 02	January 1, 27.....	Bonack's, Va.....	Failed to connect.....	50
4873	Liberty to Big Island.....	George L. Ray.....	193 00	1 84	March 5.....	Liberty, Va.....	Failed to arrive.....	1 84
4888	Keyville to Boynton.....	C. R. Edmondson.....	549 00	1 76	Jan., Feb., Mar., 14 times.....	Keyville, Va.....	Failed to connect.....	6 16
4904	Millboro' Springs Depot to Lewisburg.....	Harman Brown & Co.....	1,500 50	4 80	February 18, 19.....	Bath C. H.....	.....do.....	3 50
4917	Greenwood Depot to Tye River Warehouse.....	Wyatt Hare.....	393 00	1 88	March, 5 times.....	Tye River Warehouse	Failed to arrive.....	3 75
4907	Kanawha C. H. to Guyandotte.....	Harman Brown & Co.....	1,152 00	3 66	Jan., Feb., March.....	On route, Va.....	Inferior service.....	70 68
4907	.....do.....	.....do.....	1,152 00	3 69	.....do.....	.....do.....	.....do.....	50
4933	Kanawha C. H. to Glenville.....	Peter O. Hannach.....	903 25	1 95	January 16.....	Glenville, Va.....	Failed to connect.....	1 95
4933	.....do.....	.....do.....	903 25	1 95	March 6.....	.....do.....	Failed to arrive.....	50
4935	Kanawha C. H. to Wayne C. H.....	James Vaughn.....	349 00	3 35	January 9.....	Wayne C. H. Va.....	Failed to arrive in time.....	198 71
4946	Richmond to Norfolk.....	Richard Haskins.....	4,000 00	6 41	Jan., Feb. Mar., Apr., 31 times.....	Richmond, Va.....	Failed to arrive.....	305 19
4946	.....do.....	.....do.....	4,000 00	6 41	Jan., Feb., Mar., Apr., 32 times.....	Norfolk, Va.....	.....do.....	9 72
4950	Richmond to Frederick's Hall.....	Wm. C. Thomas.....	567 00	9 73	January 18.....	Richmond, Va.....	.....do.....	1 92
4945	Clarksville to South Boston.....	James Faulkner.....	400 00	1 93	January 15.....	Hyco, Va.....	Failed to supply.....	1 00
4945	.....do.....	.....do.....	400 00	1 93	February 17.....	Clarksville, Va.....	Failed to arrive in time.....	25
4945	.....do.....	.....do.....	400 00	1 98	February 30, 24.....	.....do.....	Failed to connect.....	1 00
4945	Old Point Comfort to Hampton.....	John A. Parker.....	300 00	9 61	Jan. 21, Feb. 20.....	Old Point Comfort, Va.....	.....do.....	2 28
5003	Winchester to Stanton.....	A. W. Harmon.....	1,629 00	1 14	March 9, 10.....	Winchester, Va.....	Failed to arrive.....	33 40
5021	Lexington to Roaring Run.....	Wm. Kinkaid.....	337 00	1 80	Jan., Feb., Mar., 9 times.....	Roaring Run, Va.....	Failed to arrive and depart.....	4 30
5044	Sweedlin Hill to McDowell.....	Jesse Landis.....	187 99	1 90	Jan., Feb., Mar., 9 times.....	McDowell, Va.....	.....do.....	6 30
5046	Upper Tract to Crab Bottom.....	.....do.....	219 00	9 10	February 6, March 13.....	Upper Tract, Va.....	Failed to arrive.....	75
5046	.....do.....	.....do.....	219 00	9 10	Feb., Mar., 3 times.....	Crab Bottom, Va.....	.....do.....	1 11
5076	Morgantown to Burton.....	McAllister, Peterson & Co.....	165 00	1 53	February 4.....	Burton, Va.....	Wet mail.....	11 90
5100	Jackson C. H. to Mud Bridge.....	John A. Bennett.....	147 00	1 41	February 28.....	Jackson C. H.....	Failed to arrive.....	4 76
5113	Franklin to Bath C. H.....	T. J. Jones.....	948 50	9 36	March, 3 times.....	Franklin, Va.....	.....do.....	.....
5113	.....do.....	.....do.....	948 50	9 36	March 9, 16.....	Bath C. H., Va.....	.....do.....	.....

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Name of delinquency.	Fines.	Deduct.
5186	Weston to Phillipa.	Oliver Alkive.	\$145 00	\$1 30	January 19.	Phillippa, Va.	Failed to arrive	.....	\$1 30
5187	Straxton C. H. to Braxton C. H.	Aas Squires, Jr.	249 90	2 40	March 3, 10.	Middleport, Va.	Failed to supply	.....	1 52
5188	New Canton to Buckingham C. H.	N. W. Elson.	475 00	1 52	January 32.	New Canton, Va.	Failed to arrive	.....	1 52
5189	do.	do.	475 00	1 52	February 32.	Buckingham C. H., Va.	do.	.....	9 00
5190	do.	do.	475 00	1 52	January 32.	Patrick C. H., Va.	do.	.....	14 00
5191	Martinville to Patrick C. H.	A. G. Walters	516 00	2 48	January, 9 times.	Martinville, Va.	Inferior service.	.....	2 40
5192	do.	do.	516 00	2 48	Jan., Feb., 14 times.	Rocky Mount, Va.	do.	.....	2 40
5193	Rocky Mount to Patrick C. H.	John Stoops	550 00	2 40	February 17.	Rocky Mount, Va.	Failed to arrive.	.....	2 40
5194	do.	do.	550 00	2 40	February 18.	Patrick C. H., Va.	do.	.....	2 40
5195	Princeton to Oceana.	W. D. Cook.	549 00	2 38	March 6.	Oceana, Va.	do.	.....	2 38
5196	do.	do.	549 00	2 38	March 6.	Princeton, Va.	do.	.....	7 17
5197	do.	do.	549 00	2 38	Feb., Mar., 3 times.	do.	do.	.....	1 90
5198	Pack's Ferry to Princeton.	Reuben Garetson	125 00	1 30	March 13.	Sharon, Va.	do.	.....	2 34
5199	Sharon to Abingdon.	Jas & R. Edmondson, Jr.	244 00	2 34	February 31.	Abingdon, Va.	do.	.....	1 60
5200	Abingdon to Lebanon.	D. C. Dunn.	500 00	1 60	February 34.	Lebanon, Va.	do.	.....	1 60
5201	do.	do.	500 00	1 60	February 32.	do.	do.	.....	1 60
5202	do.	do.	500 00	1 60	March 30.	do.	do.	.....	1 50
5203	Abingdon to Tazewell C. H.	Robert Edmondson, Jr.	324 00	2 35	February 33.	Tazewell C. H., Va.	Wet mail.	.....	2 35
5204	Tazewell C. H. to Oceana.	Ann E. Shannon	320 00	2 11	February 36.	do.	Failed to arrive.	.....	2 11
5205	Jonesville to Tazewell C. H.	George C. Bradley	189 00	1 62	Feb., Mar., 5 times.	do.	do.	.....	8 10
5206	do.	do.	189 00	1 62	do.	do.	do.	.....	8 10
5207	do.	do.	189 00	1 62	do.	do.	do.	.....	8 10
5208	Love's Mills to Hinton.	Benben Peppers	97 00	93	March 19.	Jonesville, Va.	do.	.....	93
5209	Freesburg to Franklinton Depot.	Wilborne Ross	65 00	63	February 30.	Hilton, Va.	do.	.....	63
5210	do.	do.	65 00	63	March 9.	Sye Valley, Va.	do.	.....	63
5211	do.	do.	65 00	63	March 9.	Petersburg, Va.	do.	.....	63
5212	Wayne C. H. to Logan C. H.	Samuel Vannetter	383 00	3 12	March 12.	do.	do.	.....	3 12
5213	Central Plains to Seven Islands.	C. I. Mayo.	105 00	3 10	February 32.	Wayne C. H., Va.	Failed to arrive in time.	.....	3 10
5214	Boggsville to Burning Spring.	W. B. Vandal	49 00	33	February 13.	Central Plains, Va.	do.	.....	33
5215	do.	do.	49 00	47	January 7.	Burning Spring, Va.	do.	.....	47
5216	do.	do.	49 00	47	do.	Boggsville, Va.	do.	.....	47
5217	do.	do.	49 00	47	January 7, 3 times.	do.	do.	.....	47
5218	Stony Point Mill to Sunny Side.	George & C. B. & J. R. Palmer, Jr.	125 00	40	February 1, 5.	Sunny Side, Va.	Failed to arrive in time.	.....	40
5219	Rocky Mount to Franklinton	James Dent.	697 02	2 23	February 13.	Louisburg, N. C.	Failed to arrive	.....	2 23
5220	Pollockville to Hadnots.	Martin E. Gilletin	60 00	1 15	January 2.	Hadnots, N. C.	do.	.....	1 15
5221	do.	do.	60 00	1 15	do.	Pollockville, N. C.	do.	.....	1 15
5222	do.	do.	60 00	1 15	do.	Norfolk, N. C.	do.	.....	4 32
5223	Elizabeth City to Norfolk.	S. A. Williams	450 00	4 33	March 4.	do.	do.	.....	4 32
5224	Raleigh to Fayetteville.	D. G. MacLach	450 00	6 03	March 34.	do.	Failed to connect.	.....	1 50
5225	Fayetteville to Swift Island.	A. H. Sanders	415 00	3 09	February, 3 times.	Swift Island, N. C.	Failed to arrive in time.	.....	3 00
5226	Fayetteville to Cheraw.	Stuckey & Rogers	1,886 00	6 05	February 1, 17.	Cheraw, N. C.	Failed to connect.	.....	3 00
5227	Fayetteville to Barclayville.	Anson Parker	750 00	2 40	March 8.	Payetteville, N. C.	Failed to arrive.	.....	2 40
5228	do.	do.	750 00	2 40	Feb. 32, Mar. 9.	Barclayville, N. C.	do.	.....	2 40
5229	Roxboro' to Oxford.	Chesley Hamlen	112 00	2 03	February 3 times.	Central Grove, N. C.	Failed to supply	.....	2 00
5230	do.	do.	112 00	2 03	Feb., Mar., 5 times.	Lexington, N. C.	Failed to connect.	.....	2 00
5231	do.	do.	112 00	1 87	do.	On route, N. C.	Inferior service.	.....	3 75
5232	Greensboro' to Lexington.	do.	1,170 00	2 68	Jan., Feb., Mar., Apr., 39 times.	do.	do.	.....	90 67
5233	do.	do.	819 00	2 68	do.	do.	do.	.....	90 67
5234	do.	do.	819 00	2 68	do.	Greensboro', N. C.	do.	.....	90 67

5705	Greensboro' to Madison	N. Whittington	1 39	January 24	.....do.....	Failed to arrive in time	35	.....
5731	Salisbury to Asheville	Gaxter & Adams	6 30	February 5	Lincolnton, N. C.	Failed to arrive	.....	6 30
5742	Charlotte to Dallas	T. B. Capps	1 68	January 6	Dallas, N. C.	Failed to arrive	48	.....
5747	Pineville to Lancaster C. H.	Stucky & Rogers	1 76	February 5	Lancaster C. H., N. C.	Failed to arrive	.....	1 76
5761	Salisbury to Troy	A. H. Sanders	2 75	February 1	Troy, N. C.	do.	.....	2 75
5763	Hillsdale to Kernersville	Isaac L. Holt	50 00	March 8	Hillsdale, N. C.	do.	.....	48
5763	do	do	50 00	do	Kernersville, N. C.	do.	.....	48
5768	Madison to Mount Airy	Wm. Rawley	1 90	March 9	Madison, N. C.	do.	.....	1 90
5771	Salem to Jefferson	James M. Bland & Co.	1,800 00	January 11	Salem, N. C.	Wet mail	9 00	.....
5771	do	do	1,800 00	February 19	Wilkesboro', N. C.	Failed to arrive	3 00	.....
5771	do	do	1,800 00	Jan., Feb., Mar., 38	Jefferson, N. C.	Failed to arrive	5 77	.....
5771	do	do	1,800 00	times	On route, N. C.	Inferior service	44 08	.....
5771	do	do	1,800 00	Jan., Feb., Mar., 34	do	do.	78 64	.....
5772	Jefferson to Jonesboro'	Ryland & Edwards	899 00	March, 6 times	Jefferson, N. C.	Failed to arrive	.....	17 98
5773	do	do	899 00	March, 3 times	do	Failed to arrive in time	2 10	.....
5785	Jefferson to Gap Creek	Andrew Hawthorn	40 00	March 15	Settle Knob, N. C.	Failed to supply	15	.....
5789	Shelby to Limestone Springs	D. H. Bookout	1 44 98	February 24	Limestone Springs, N. C.	Failed to arrive	69	.....
5806	Gaines's Ford to Dallas	James Magnus	169 00	January 5	Dallas, N. C.	do.	.....	1 62
5807	Asheville to Ochsers Valley	F. S. H. Reynolds	259 00	March 6	Asheville, N. C.	do.	.....	2 87
5808	Asheville to Murphy	John B. Leatherwood	2, 100 00	February 13	do	do.	.....	10 09
5809	Asheville to Waynesville	W. L. Love	288 99	January 30	Waynesville, N. C.	do.	.....	9 67
5810	Asheville to Warm Springs	John Reynolds	287 00	March 2, 9	Warm Springs, N. C.	do.	.....	5 12
5810	do	do	287 00	March 4, 11	Asheville, N. C.	do.	.....	5 12
5814	Morgantown to Jefferson	Jos. A. Long	351 00	February 19	Morgantown, N. C.	do.	.....	3 37
5814	do	do	351 00	February 14	do	Failed to arrive in time	75	.....
5817	Burnesville to Longmires	John Edwards	89 00	February 13	Jefferson, N. C.	Failed to arrive	35	.....
5817	do	do	89 00	Feb. 24, March 17	Longmires, N. C.	Failed to arrive	.....	1 90
5817	do	do	89 00	do	Burnesville, N. C.	Failed to connect	4 75	.....
5823	Murphy to Blairsville	Stephen Rhea	89 00	January 5, 12	Blairsville, N. C.	Failed to arrive	50	.....
5829	Ochsers Valley to Clayton	Jonathan Zachary	245 00	January 25	Clayton, N. C.	Failed to arrive	2 35	.....
5848	Normal College to Thomasville	H. H. Small	270 00	March 8	Normal College, N. C.	do.	43	.....
9116	Ravanna to Chardon	Simon Slough	373 00	Jan. 1 to March 31, 1888	On route, Ohio	Inferior service	18 65	.....
12948	Fort Beott to Cofsichique	Jas. M. Gatewood & Co.	543 00	.....	.....	Contractor failed to perform service; suspend pay, and refer to contract office, April 26, 1888	.....	.....
12949	Emporia to Council Grove	A. J. Baker & E. M. Sewell	373 00	January 19	Fort Riley, K. T.	Failed to arrive	5 55	.....
12949	Council Grove to Fort Riley	do	577 00	do	do	do	.....	.....
12943	Lecompton to Doniphan	James F. Forman	605 00	Feb. Mar., 4 times	Lecompton, K. T.	do	26 72	.....
12943	do	do	682 00	March 28	Doniphan, K. T.	do	6 48	.....
12944	Fort Riley to Marysville	Charles B. Norris	1,184 00	March 10	Marysville, K. T.	do	11 38	.....
7594	Little Rock to Batesville	Peter Hauger	3,750 00	March 30	Little Rock, Ark.	Wet mail	5 00	.....
7545	Jasper to Burrowsville	Henry Box	180 00	Dec., Jan. Feb., 4 times	Burrowsville, Ark.	Failed to arrive	6 92	.....
7558	Fort Smith to Waldron	Eliza Harlow	974 00	Jan. 26, Mar. 23	Fort Smith, Ark.	do	5 98	.....
7604	Attaedapha to Mt. Ida	Wm. Gibson	249 00	December 23, 31	Attaedapha, Ark.	do	7 49	.....
7645	Dover to Yellville	Jno. Wood	398 00	January 19	Yellville, Ark.	do	3 63	.....



*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7669	Jacksonport to Wild Haus .....	Thomas Williams .....	\$349 00	63 35	March 99 .....	Wild Haus, Ark. ....	Failed to arrive.	.....	\$3 35
7681	Washington to Shreveport .....	Jno. S. Gibson .....	5,480 00	17 56	February 19 .....	Shreveport, Ark. ....	Wet mail .....	.....	.....
7699A	Pocahontas to Doniphan .....	L. Hanover .....	5,169 00	1 62	February 22, March 8 .....	Doniphan, Ark. ....	Failed to arrive .....	\$5 00	3 94
7701	New Orleans to Mobile .....	James L. Day .....	35,000 00	47 85	February 8 .....	Pascagoula, Boloxi & Pass Christian, La. ....	Failed to supply .....	10 00	10 00
7701	..... do. ....	..... do. ....	35,000 00	47 85	March 9 .....	New Orleans, La. ....	Wet mail .....	10 00	.....
7790	New Iberia to Perry's Bridge .....	James H. Stokes .....	920 00	9 79	January 96 .....	New Iberia, La. ....	Failed to arrive .....	.....	9 79
7791	Washington to Huddleston .....	J. N. Huddleston .....	700 00	6 73	February 11, 25 .....	Washington, La. ....	..... do. ....	.....	13 36
7794	Alexandria to Burr's Ferry .....	..... do. ....	543 00	5 80	March 34 .....	Alexandria, La. ....	Failed to arrive in time .....	1 00	.....
7815	Natchitoches to Shreveport .....	Breside, Sinead & McGauchy .....	7,645 00	24 50	Remove suspension of pay, April 30, 1898.	.....	.....	.....	.....
14500	Indianapolis to Cincinnati .....	Pres't Indianapolis and Cincinnati Railroad Company .....	11,350 00	18 18	February 11 .....	Indianapolis, Ind. ....	Failed to connect .....	5 00	.....
14512a	Shelbyville to Ruabville .....	Thos. Fee, Jr. & B. W. Ball .....	950 00	1 50	February 4 .....	Shelbyville, Ind. ....	Failed to arrive .....	.....	1 50
14512a	..... do. ....	..... do. ....	950 00	1 50	January, February, March, 50 times.	..... do. ....	Failed to connect .....	18 75	.....
14513a	..... do. ....	..... do. ....	950 00	1 50	January, February, March, 3 .....	Ruabville, Ind. ....	Failed to arrive .....	.....	1 50
14513	Edinburg to Shelbyville .....	President Shelbyville Lateral Branch Railroad Company .....	738 50	1 17	January, February, March, 22 times.	Shelbyville, Ind. ....	..... do. ....	.....	96 81
14538	Elzing Sun to Versailles .....	O. M. & O. P. McCullogh .....	149 00	1 43	Jan., Feb., 7 times .....	Hart's Mills, Ind. ....	Failed to supply .....	87	.....
14565	Brownstown to Nashville .....	S. M. Manville .....	197 50	1 90	January, February, March, 3 times.	Brownstown, Ind. ....	Failed to arrive .....	.....	5 70
14639	Columbus to Bloomington .....	Henry Markle & Co. ....	600 00	96	January, February, March, 4 times.	Columbus, Ind. ....	..... do. ....	.....	3 84
14639	..... do. ....	..... do. ....	600 00	96	January 36, 98 .....	Bloomington, Ind. ....	..... do. ....	.....	1 92
14640	Jay C. B. to New Corydon .....	Jno. Connor .....	335 00	1 90	February 6 .....	New Corydon, Ind. ....	..... do. ....	.....	1 90
14643	Bluffton to Winchester .....	Eagle Starr .....	934 00	1 41	..... do. ....	Bluffton, Ind. ....	..... do. ....	.....	1 41
14643	..... do. ....	..... do. ....	934 00	1 41	..... do. ....	Winchester, Ind. ....	..... do. ....	.....	1 41
14684	Marion to Logansport .....	Samuel C. Cope .....	413 00	4 60	February 9 .....	Marion, Ind. ....	Failed to connect .....	1 00	.....
14706	Goshen to Plymouth .....	Robt. McRory .....	150 00	1 44	March 25 .....	Plymouth, Ind. ....	..... do. ....	.....	1 44
14771	Mt. Vernon to Raleigh .....	Franklin Collins .....	404 50	3 89	Jan., Feb., 5 times .....	Raleigh, Ind. ....	Failed to arrive .....	.....	19 45
14779	Winfield to Wabash .....	Jno. Green .....	300 00	9 86	March 19 .....	Wabash, Ind. ....	..... do. ....	.....	9 86
14783	Decatur to Warren .....	P. W. Amock .....	943 00	9 57	January 7 .....	Decatur, Ind. ....	..... do. ....	.....	9 57
15044	Brownsville to Fort Kearney .....	Kinney & Huggens .....	900 00	75 00	.....	.....	ft appearing from the affidavit of P. McCuskey and David Eckord, mail carriers, and from letters of the postmasters at Nebraska City and Brownsville, that the routes 15043 and 15044 were not consolidated; therefore result deduction of \$75.00.	.....	.....

## SUPPLEMENTARY FOR THE WEEK ENDING SATURDAY, MAY 1, 1853.

13008	Shawneetown to Mt. Vernon....	A. D. Hay ..	9 760 00	4 48	January 4, 19 times....	Shawneetown, Ill....	Failed to arrive	4 42
13008	do do do do do do do do	do do do do do do do do	5 760 00	4 48	February 7, 19 times....	do do do do do do do do	do do do do do do do do	53 04
13008	do do do do do do do do	do do do do do do do do	5 760 00	4 48	Jan. 1 to 31, inclusive.	On route, Ill....	Inferior service	46 00
13008	do do do do do do do do	do do do do do do do do	5 760 00	4 48	March, 3 times....	Shawneetown, Ill....	Failed to arrive	17 68
13007	Shawneetown to Belleville.....	do do do do do do do do	2, 600 00	6 97	January, 6 times....	Tamaroc, Ill....	Retained the mail.....	16 00
13008	Adrian to Grass Lake.....	Humphrey & Hibbard ..	641 00	2 05	January, 12 times....	Grass Lake, Mich....	Failed to connect.....	1 12
13008	Decorah to Manchester.....	do do do do do do do do	117 00	1 08	March 16, 34 times....	Manchester, Mich....	Failed to arrive.....	30 34
13009	Leading to Byron.....	do do do do do do do do	189 60	1 08	Jan., Feb., Mar., 34 times....	do do do do do do do do	do do do do do do do do	9 54
13009	Leading to South Cass.....	Chas. Fox ..	185 00	1 77	January, 16.....	South Cass, Mich....	do do do do do do do do	2 54
13009	do do do do do do do do	do do do do do do do do	185 00	1 77	March 26, 16.....	do do do do do do do do	do do do do do do do do	1 77
13073	Fondue to Lapeer.....	J. H. Norris ..	363 00	48	January 26.....	Fondue, Mich....	Failed to connect.....	19 00
13060	Royal Oak to Lakeville.....	Ira E. Perrell ..	134 00	48	.....	.....	Service resumed; therefore no compensation of pay May 3, 1853.	.....
13081	Royal Oak to Almost.....	G. Alexander ..	523 00	35	Dec. 1 to 31, 1852.....	Bochem, Mich....	Failed to perform service.....	5 00
13089	Bochem to Mount Pleasant.....	Ira E. Perrell ..	60 00	57	Jan., Feb., Mar., 3 times....	Bochem, Mich....	Failed to arrive.....	9 85
13108	Boston to Hastings.....	M. Budden ..	61 83	59	Jan., Feb., Mar., 3 times....	Hastings, Mich....	Failed to arrive.....	1 77
13104	do do do do do do do do	do do do do do do do do	61 83	59	.....	.....	.....	2 30
13131	Fondue to Greenville.....	A. N. E. Woodworth ..	115 00	1 10	January 26.....	Fondue, Mich....	Failed to take the mail.....	1 00
13131	do do do do do do do do	do do do do do do do do	175 00	1 68	February 20, 27.....	Grand Rapids, Mich....	Failed to supply.....	1 80
13163	do do do do do do do do	N. McLean.....	179 00	1 63	Feb., March, 8 times....	Clarkston, Mich....	Failed to arrive in time.....	35 00
13181	Clarkston to West.....	A. J. Bow ..	500 00	5 00	Feb., March, 7 times....	White River, Mich....	Failed to arrive.....	3 88
13209	Stewage to White River.....	D. J. W. Woolley ..	300 00	9 88	February 16.....	St. John's, Mich....	do do do do do do do do	8 64
13209	St. John's to Albany.....	M. Tompkins ..	450 00	4 32	Feb. 10, March 3.....	Albany, Mich....	do do do do do do do do	91 60
13209	do do do do do do do do	do do do do do do do do	450 00	4 32	Jan., Feb., 5 times....	do do do do do do do do	do do do do do do do do	4 97
13212	East Saginaw to Hampton.....	A. J. Bow ..	444 00	71	Jan., Feb., Mar., 7 times....	Hampton, Mich....	do do do do do do do do	60 00
14001a	St. Paul to Prairie du Chien.....	M. O. Walker ..	190 00	.....	February 21.....	St. Paul, Minn....	do do do do do do do do	60 00
14001a	do do do do do do do do	do do do do do do do do	190 00	.....	March 14.....	do do do do do do do do	do do do do do do do do	180 00
14001a	do do do do do do do do	do do do do do do do do	190 00	.....	March 28, April 4, 11.....	Prairie du Chien, Minn....	do do do do do do do do	340 00
14001a	do do do do do do do do	do do do do do do do do	190 00	.....	Mar. 30, Apr. 9, 10, 13.....	St. Paul, Minn....	do do do do do do do do	9 50
14007	St. Paul to West Union.....	do do do do do do do do	789 08	9 50	January 2.....	do do do do do do do do	do do do do do do do do	16 30
14015	Winona to Traverse des Sioux.....	do do do do do do do do	1,570 00	16 32	January 28.....	Traverse des Sioux, Minn....	It appearing that the contractor had no instructions to supply South Bend on the 15th October, therefore task due of \$1.	.....
7735	Trinity to Tooley's.....	Joseph White ..	700 00	3 37	.....	.....	.....	.....
6003	Columbia to Edgefield.....	Derick Holsenbak ..	1,974 00	6 33	February 19, 24.....	Columbia, S. C....	Failed to arrive.....	12 66
6059	Hamburg to Laurens's Store.....	John F. Burrese ..	304 00	1 96	January 15.....	Hamburg, S. C....	do do do do do do do do	1 96
6073	Conwaysboro to Fair Bluff.....	James W. Stragall ..	980 00	3 15	February 6, 16.....	Fair Bluff, S. C....	do do do do do do do do	6 30
6073	do do do do do do do do	do do do do do do do do	980 00	3 15	February 5, 15.....	Conwaysboro, S. C....	do do do do do do do do	5 75
6098	Yorkville to Sparanburg.....	E. C. Poole ..	598 00	5 75	March 9.....	Yorkville, S. C....	do do do do do do do do	3 18
6083	Yorkville to Columbia.....	Wm. Lankford ..	331 00	3 18	February 16.....	do do do do do do do do	do do do do do do do do	3 60
6111	Newberry to Unionville.....	Stuckey & Rogers ..	368 00	1 80	February 19, 15.....	Newberry, S. C....	do do do do do do do do	9 90
6114	Newberry to Cross Anchor.....	do do do do do do do do	528 00	9 90	February 19.....	do do do do do do do do	do do do do do do do do	9 90
6114	do do do do do do do do	do do do do do do do do	528 00	9 90	February 13.....	Cross Anchor, S. C....	do do do do do do do do	9 90

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
6118	Laurens to Greenville.	Stuckey & Rogers	\$288 00	\$1 86	February 13	Greenville, S. C.	Failed to arrive.	.....	\$1 86
6119	Greenville to Austerlitz.	Bipey & Sauter	1,348 00	4 67	.....do.	.....do.	Failed to arrive in time.	.....	.....
6120	Greenville to Spartanburg.	John O. Coon	1,348 00	1 50	January 5	.....do.	Failed to arrive	\$1 20	.....
6121	Greenville to Woodruff.	P. C. Foster	240 00	2 30	February 13	.....do.	.....do.	.....	3 30
6122	Fendleton to Carnesville.	Wm. Holmes	400 00	1 95	February 13	Greenville, S. C.	.....do.	.....	1 95
6123	.....do.	.....do.	400 00	1 95	February 13	Fayetteville, S. C.	.....do.	.....	1 95
6124	Albany to Tallahassee	Wright, Griffin & Moore	1,149 73	3 68	January 20	Tallahassee, Ga.	Failed to arrive in time.	92	.....
6305	.....do.	.....do.	1,149 73	3 68	January 29	.....do.	Failed to arrive.	.....	3 68
6310	Savannah to Philadelphia.	President Philadelphia and Savannah Steam Navigation Company	40 00	20 00	March 2, 16.	Savannah, Ga.	.....do.	.....	40 00
6315	Birdville to Swainsboro.	Zachariah Lewis	100 00	96	February 12	Swainsboro, Ga.	.....do.	.....	96
6325	Millersville to Macon.	Alex. T. Dapson	750 00	9 40	February 24	Macon, Ga.	.....do.	.....	2 40
6326	Sugar Creek to Jacksonville.	.....do.	85 00	91	February 5	Sugar Creek, Ga.	.....do.	.....	91
6334	Jacksonville to Ocmulgee.	.....do.	100 00	96	February 13, 27	Ocmulgeeville, Ga.	.....do.	.....	1 92
6357	Darlen to Wareboro.	Austin Smith	631 00	5 50	January 19, 26	Darlen, Ga.	.....do.	.....	10 50
6369	Milltown to Jasper.	John Erick	300 00	2 90	Jan., Feb., Mar., 5 times	Milltown, Ga.	.....do.	.....	9 40
6474	Rome to Centre.	Thomas Hawry	245 00	2 35	Jan., Feb., Mar., 4 times	Centre, Ga.	.....do.	.....	4 66
6482	La Grange to Columbus.	Withum & Davis	736 00	2 33	February 16, 25	La Grange, Ga.	.....do.	.....	1 13
6493	La Grange to Rock Mills.	Useury & Pound	936 98	1 13	March 27	Rock Mills, Ga.	.....do.	.....	1 40
6500	Carrollton to Franklin.	Joseph E. Benson	155 00	1 80	January 13	Franklin, Ga.	.....do.	.....	2 80
6501	Fort Gaines to Chamblacocha.	Henry Wood	585 00	4 00	March 8	Columbus, Ga.	.....do.	.....	8 00
6503	Providence to Americus.	Daniel M. Buner	1,325 00	4 00	January 7, 11	Chamblacocha, Ga.	.....do.	.....	75
6511	Newmanville to Alligator.	P. W. Hawkins	78 00	75	February 30	Americus, Ga.	.....do.	.....	63
6520	Orange Springs to Wacahota.	Stirling Scarborough	518 00	2 50	January 9	Alligator, Fla.	Failed to connect.	.....	.....
4816	Fredericksburg to Tappahannock	John W. Plerson	500 00	2 90	January 8	Wacahota, Fla.	Suspend pay, and refer to contract office. Contractors abandoned service.	.....	.....
9482	Elkador to Independence	Wm. Dana	312 00	3 00	.....	.....	It appearing from the reports of postmasters on the route that the contractor has resumed service, therefore remove suspension of pay.	.....	.....
9482	.....do.	.....do.	312 00	3 00	October, 4 trips.	On route, Iowa.	Failed to perform service.	.....	24 00

WEEK ENDING SATURDAY, MAY 8, 1888.

7556	Galveston to Swartwout.	Leverett Sherman	990 00	9 50	March 3 times	Swartwout, Texas.	Failed to arrive	.....	28 56
7559	Galveston to Sabine City.	Joseph Atkins	800 00	7 60	March 3 times	Galveston, Texas.	Failed to connect.	.....	.....
7564	Houston to La Grange	James B. Hogan	2,375 00	10 88	Jan., Feb., Mar., 6 times	Houston, Texas.	Failed to arrive	7 60	65 88

**OF MAIL CONTRACTORS.**

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[illegible]

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
8077	Austin to Slaterdale.....	James Harrington.....	\$500 00	\$4 80	Jan., Feb., Mar., 11 times.	Slaterdale, Texas.....	Failed to arrive in time.....	\$22 00	.....
8077	.....do.....	.....do.....	500 00	4 80	Jan. 5, 12.....	.....do.....	Failed to arrive.....	.....	\$9 80
8077	.....do.....	.....do.....	500 00	4 80	March, 4 times.....	Austin, Texas.....	Failed to arrive in time.....	8 30	.....
8080	Alton to Weatherford.....	Stephen Aventers.....	700 00	6 72	Jan., Mar., 5 times.....	Weatherford, Texas.....	Failed to arrive.....	.....	53 65
8084	New Braunfels to Fredericksburg.....	J. K. Brantley.....	500 00	5 57	Jan. 31, Mar. 21.....	Fredericksburg, Texas.....	.....do.....	.....	11 14
8084	.....do.....	.....do.....	500 00	5 57	March, 4 times.....	.....do.....	Failed to arrive in time.....	5 57	.....
8111	Austin to Burnet C. H.....	.....do.....	390 00	3 63	Jan., Feb., Mar., 12 times.	Burnet C. H., Texas.....	Failed to arrive.....	.....	43 80
8111	.....do.....	.....do.....	390 00	3 63	Feb., Mar., 4 times.....	Austin, Texas.....	.....do.....	.....	14 60
8111	.....do.....	.....do.....	390 00	3 63	Jan., Feb., 3 times.....	.....do.....	Failed to connect.....	9 70	.....
65	Buckport to South Deer Isle.....	Markell W. Hinkley.....	295 00	.....	April 30.....	Sadegwick, Maine.....	Damaged mail.....	.....	.....
6538	Nashville to Cairo.....	A. L. Davis.....	7,638 00	24 48	Apr., May, June, 1857, 8 times.	Cairo, Tenn.....	Failed to arrive.....	.....	195 84
8638	.....do.....	.....do.....	7,638 00	24 48	Jan., Feb., Mar., 8 times.	.....do.....	.....do.....	.....	195 84
8638	.....do.....	.....do.....	7,638 00	24 48	Jan., 4 times.....	.....do.....	.....do.....	.....	97 92
8638	.....do.....	.....do.....	7,638 00	24 48	Quarter ending June 30, 1857, 13 times.	.....do.....	Failed to perform service.....	.....	318 24
8638	.....do.....	.....do.....	7,638 00	24 48	Quarter ending June 30, 1857, 13 times.	Nashville, Tenn.....	.....do.....	.....	318 24
8638	.....do.....	.....do.....	7,638 00	24 48	Quarter ending March 31, 1858, 13 times.	.....do.....	.....do.....	.....	318 24
8638	.....do.....	.....do.....	7,638 00	24 48	Quarter ending March 31, 1858, 13 times.	Cairo, Tenn.....	.....do.....	.....	318 24
8947	Mt. Sterling to West Liberty.....	Wm. P. Davis.....	589 00	2 83	March 8.....	Mt. Sterling, Ky.....	Failed to arrive.....	.....	2 83
8252	Poplar Plains to West Liberty.....	Stephen M. Farriab.....	300 00	2 88	Jan. 5, Mar. 9.....	Poplar Plains, Ky.....	.....do.....	.....	5 76
8253	Germanstown to Falmouth.....	W. A. Galbraith.....	385 26	1 37	March 1.....	Falmouth, Ky.....	.....do.....	.....	1 37
8245	West Liberty to Paintsville.....	S. M. Farriab.....	200 00	1 92	March 8.....	Paintsville, Ky.....	.....do.....	.....	1 92
8275	Cumberland Ford to Jonesville.....	W. S. Howard.....	149 50	1 43	Feb., Mar.....	Jonesville, Ky.....	.....do.....	.....	5 73
8281	Boonerville to Hazle Green.....	J. C. Henley.....	147 00	1 41	Jan., Feb., Mar., 9 times.	Boonerville, Ky.....	.....do.....	.....	19 69
8981	.....do.....	.....do.....	147 00	1 41	Jan., Feb., 3 times.....	Hazle Green, Ky.....	.....do.....	.....	4 23
8288	Somerseset to London.....	E. J. Leister.....	137 00	1 25	March 1, 8.....	London, Ky.....	.....do.....	.....	2 50
8288	.....do.....	.....do.....	130 00	1 25	February 9.....	Somerseset, Ky.....	Failed to bring the mail; carrier under age.....	9 50	.....
8285	Stanford to Somerseset.....	Irvine & Hawkins.....	2,000 00	6 41	March 11, 20.....	.....do.....	Failed to arrive.....	.....	12 82
8305	Elizabethtown to Columbia.....	W. F. Warren.....	1,019 00	2 79	January 1.....	Columbia, Ky.....	.....do.....	.....	2 79
8317	Tomkinsville to Livingston.....	W. J. Roberts.....	165 00	1 58	February 9, 9.....	Livingston, Ky.....	.....do.....	.....	3 16
8317	.....do.....	.....do.....	165 00	1 58	Feb., Mar., 3 times.....	Tomkinsville, Ky.....	.....do.....	.....	4 74
8317	.....do.....	.....do.....	273 00	1 70	January 18.....	Hartford, Ky.....	.....do.....	.....	1 70
8326	Bowling Green to Hartford.....	W. L. White.....	90 00	95	February 26.....	Greenville, Ky.....	Failed to arrive and depart.....	.....	1 90
8329	Wrenville to Morgantown.....	J. J. Robertson.....	140 00	9	Feb., Mar., 3 times.....	Canneton, Ky.....	Failed to arrive.....	.....	57
8334	Owensboro to Elkhon.....	John Williamson.....	1,540 00	6 80	March 6.....	Elkhon, Ky.....	.....do.....	.....	19 26
8343	.....do.....	C. B. Daniel.....	870 00	.....	.....	.....do.....	.....do.....	.....	.....

8347	Hopkinsville to Springfield	M. G. Hockersmith	440 00	9 11	February 9	Hopkinsville, Ky	do	.....	9 11
8348	Hopkinsville to Gumey	John Ellis	944 00	9 35	January 1	Pine Bluff, Ky	do	.....	9 35
8350	Murray to Pine Bluff	James McKnight	75 00	78	February 94	Murray, Ky	do	.....	78
8350	do	do	75 00	78	Feb. 24, Mar. 10	Blairstown, Ky	do	.....	1 44
8359	Blauvelt to Boydsville	James Johnson	965 00	9 54	February 24	Blairstown, Ky	do	.....	9 54
8391	Gloverport to Bowling Green	W. N. Rice	595 00	5 73	January 12, 26	Blairstown, Ky	do	.....	11 44
8400	Jackson to Boonville	Stephen M. Farish	147 00	1 41	March 31	Boonville, Ky	do	.....	1 41
8403	Manchester to Harlan C. H.	D. C. & J. B. Dunn	309 00	3 74	Feb., Mar., 8 times	Manchester, Ky	do	.....	59 53
8409	London to Russellville	do	7,925 00	93 38	March 9	Russellville, Ky	do	.....	59 53
8411	Paducah to Juka	G. A. Phillips	13,975 00	44 79	Jan., Feb., Mar., 30 times	Eastport, Ky	do	.....	59 53
8815	St. Louis to Oaletonia	Joseph Chadbourne	9,640 00	8 46	February 26	Oaletonia, Mo.	do	.....	59 53
8833	Cap au Gris to Danville	James Hays	179 00	1 72	February 13	Cap au Gris, Mo.	do	.....	1 72
8836	Pineckney to Danville	John C. Hays	159 00	1 30	Jan. 27, Mar. 17	Danville, Mo.	do	.....	9 40
8836	do	do	159 00	1 30	Jan., Feb., Mar., 4 times	Pinckney, Mo.	do	.....	4 80
8939	Boonville to Versailles	Cape & Huffard	750 00	3 60	March, 3 times	Vermont & Coal Bank, Mo.	do	.....	1 50
8939	do	do	750 00	3 60	March, 4 times	Boonville, Mo.	do	.....	14 40
8834	Mexico to Danville	James Hays	140 00	1 35	February 9	Mexico, Mo.	do	.....	1 35
8834	do	do	140 00	1 35	Jan. 27, Mar. 17	Danville, Mo.	do	.....	3 70
8838	Bowling Green to Mexico	Henly Roberts	177 00	1 70	January 11, 25	Mexico, Mo.	do	.....	3 40
8849	Hannibal to Keokuk	Dudding & Anderson	9,490 00	3 99	January 3 times	Keokuk, Mo.	do	.....	11 97
8884	Memphis to Bloomfield	Lewis Drew	163 00	1 57	Jan. 15, Feb. 19	Bloomfield, Mo.	do	.....	3 14
8885	Laucaster to Princeton	J. B. Alverson	700 00	3 36	Jan., Feb., Mar., 4 times	Princeton, Mo.	do	.....	3 26
8885	do	do	700 00	3 36	March 15, 19	do	do	.....	6 73
8887	Princeton to Albany	John G. Williams	199 00	1 91	January 30	Trenton, Mo	do	.....	1 91
8888	Trenton to Gallatin	Timothy Ward	175 00	1 70	January 38	Trenton, Mo	do	.....	2 40
8888	do	do	175 00	1 70	March 19	Gallatin, Mo	do	.....	1 70
8890	Kingston to Albany	Levi Baldeck	530 00	9 31	March 17	Kingston, Mo	do	.....	9 31
8890	do	do	530 00	9 31	March 19	Albany, Mo	do	.....	9 31
8899	Albany to Linden	John C. Williams	374 00	3 59	Jan. 14, 28	Linden, Mo	do	.....	7 18
8918	St. Charles to Hannibal	Benj. T. Hawkins	812 00	3 92	February 27	St. Charles, Mo	do	.....	9 93
8816	Westport to Lodi	Caleb Kerr	941 00	9 31	February 15	Westport, Mo	do	.....	4 63
8992	Marshall to Lexington	John K. Owens	300 00	3 88	February 23	Lexington, Mo	do	.....	2 88
8992	Georgetown to Clinton	John K. Owens	719 00	9 30	February 15, 17	Clinton, Mo	do	.....	4 60
8992	do	Smith	719 00	9 30	Feb., Mar., 4 times	Georgetown, Mo	do	.....	9 30
8849	Tuecumba to Lebanon	Emily Golden	311 00	3 03	January 18	Tuecumba, Mo	do	.....	2 03
8849	do	do	311 00	3 03	January 10, 24	Lebanon, Mo	do	.....	4 06
8851	Tuecumba to Oakland	Hardin & Bennett	228 80	3 30	Jan. 26, Feb. 11	Oakland, Mo	do	.....	4 40
8851	Lebanon to Springfield	W. L. Hennington	460 00	9 31	January 26	Lebanon, Mo	do	.....	3 21
8856	do	do	460 00	2 40	March 26	Springfield, Mo	do	.....	2 40
8993	Fremont to Fort Scott	A. H. Kennedy	1,089 00	3 49	February 14	Fremont, Mo	do	.....	3 49
8993	do	do	1,089 00	3 49	February 13	Fort Scott, Mo	do	.....	3 49
8994	Ocala to Carthage	Middeton Hensley	325 00	3 12	February 10, 24	Carthage, Mo	do	.....	6 34
884	do	do	325 00	3 12	February 19, 26	Ocala, Mo	do	.....	13 34
8966	Little Oage to Carthage	John Shelton	273 00	2 60	Feb., Mar., 5 times	Carthage, Mo	do	.....	9 54
8967	Papinsville to Rockbridge	John D. Myers	300 00	3 88	Jan., Feb., 3 times	Greenfield, Mo	do	.....	9 54
8983	Springfield to Rockbridge	James S. McQuister	371 00	3 66	January 30	Springfield, Mo	do	.....	9 54
8999	Thomasville to Doniphan	Nathan Huddleston	375 00	3 66	January 24	Thomasville, Mo	do	.....	2 68

## FINES AND DEDUCTIONS

Fines imposed on contractors and deductions made from their pay—Continued.

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
9007	Sulphur Springs to Jackson.	Jac. Tobler.	\$2,152 00	\$6 89	Jan. 6, Mar. 94.	Sulphur Springs, Mo.	Failed to arrive	.....	\$13 78
9015	Iron Mountain to Greenville.	West Ownby.	1,185 00	1 87	February 10.	Greenville, Mo.	do.	.....	1 87
9016	Fredricktown to Jackson.	D. W. Shaver.	1,040 00	5 00	Jan., Feb., March, 3 times.	Jackson, Mo.	do.	.....	15 00
9033	Bloomington to St. John's.	Gatewood, Gatewood & Smith.	597 00	5 74	March 4.	St. John's, Mo.	do.	.....	5 74
9045	Jefferson City to Little Piney.	G. A. Parsons.	409 00	4 00	Feb., Mar., 4 times.	Little Piney, Mo.	do.	.....	4 00
9050	Livingston to Calhoun.	John Bush.	999 00	9 87	March 2.	Lexington, Mo.	Failed to arrive and depart.	.....	5 74
9050	do.	do.	999 00	9 87	March 23.	do.	Failed to arrive	\$0 72	.....
9057	Cecola to Harrisonville.	Henry Pollard.	349 00	3 35	January 37.	Harrisonville, Mo.	do.	.....	3 35
9058	Quincy to Fremont.	John Y. Kennedy.	150 00	1 44	Jan., Mar., 3 times.	Fremont, Mo.	Failed to connect	1 08	.....
9073	Memphis to Kirksville.	William Hargrave.	949 00	9 40	January 8.	Memphis, Mo.	Failed to arrive.	.....	9 40
9074	Chamolis to Delphi.	John McFarland.	300 00	9 88	January 19.	Delphi, Mo.	do.	.....	9 88
9085	Georgetown to Lexington.	A. W. Ridings.	1,900 00	6 38	February 3.	Lexington, Mo.	do.	.....	6 38
9089	Kirksville to Unionville.	James M. Gatewood & Co.	1,357 00	3 43	January 13, 30.	Kirksville, Mo.	do.	.....	3 43
9005	Lexington to Chapel Hill.	A. W. Ridings.	186 00	1 78	February 27.	Lexington, Mo.	do.	.....	1 78
9103	Versailles to Hermitage.	G. W. Blackwell.	340 00	3 97	February 3.	Versailles, Mo.	do.	.....	3 97
9104	St. Genevieve to Silver Springs.	Benjamin C. Amoureux.	300 00	9 88	February 5.	Silver Springs, Mo.	do.	.....	9 88
9104	do.	do.	300 00	9 88	February 6.	Genevieve, Mo.	do.	.....	9 88
9200	Bentonport to Bloomfield.	E. S. Alvord.	1,925 00	1 90	March, 4 times.	Troy, Iowa.	Failed to supply.	3 80	.....
9300	do.	do.	1,925 00	1 90	March 16.	do.	Wet mail.	2 00	.....
9301	Keokuk to Oskaloosa.	do.	3,323 00	5 33	do.	Eddyville, Iowa.	do.	2 00	.....
9302	Keokuk to Burlington.	do.	5,490 00	5 56	Jan., Feb., March, 7 times.	Keokuk, Iowa.	Failed to arrive in time.	9 73	.....
9307	Charleston to West Point.	James Reed.	925 00	75	March 17.	West Point, Iowa.	Failed to arrive	.....	75
9309	K-oscaqua to Ashland.	James Shepherd.	950 00	1 90	January 10.	Business Corners, Iowa.	Wet mail.	75	.....
9315	Fairfield to Sigourney.	Jac. Shoemaker.	316 00	1 54	January, 4 times.	Sigourney, Iowa.	Failed to arrive in time.	1 59	.....
9319	Salmon to Columbus City.	J. B. Roe.	180 00	1 83	January 39.	Salmon, Iowa.	Failed to arrive and depart	.....	1 83
9330	Burlington to Muscatine.	E. S. Alvord.	3,990 00	6 39	March 9.	Burlington, Iowa.	Failed to arrive	.....	6 39
9330	do.	do.	3,990 00	6 39	Feb., Mar., 3 times.	Muscatine, Iowa.	do.	.....	19 17
9334	Iowa City to Fairfield.	do.	3,000 00	4 80	February 19.	Iowa City, Iowa.	Failed to connect	1 50	.....
9335	Iowa City to Dubuque.	do.	3,168 00	6 97	Jan., Mar., 3 times.	do.	do.	4 50	.....
9338	Iowa City to Des Moines.	do.	5,900 00	8 33	do.	do.	Failed to arrive	.....	.....
9346	Davenport to Walnut Fork.	Levi Ellis.	378 00	3 57	February 10, 34.	Davenport, Iowa.	Failed to arrive in time.	1 80	94 98
9347	Fulton to Cedar Rapids.	Superintendent Chicago, Iowa & Nebraska Railroad Co.	4,900 00	6 73	Jan., Feb., 7 times.	Walnut Fork, Iowa.	Failed to arrive	.....	3 57
9347	do.	do.	4,900 00	6 73	Jan., Feb., 7 times.	Oedar Rapids, Iowa.	Failed to arrive in time.	11 78	.....
9348	Tipton to Garnaville.	Levi Ellis.	694 00	5 80	Feb., Mar., 3 times.	Garnaville, Iowa.	Failed to arrive	.....	6 80
9354	Sabula to Anamosa.	B. C. Wright.	1,449 00	9 54	January 3 times.	Cobb, Iowa.	Failed to supply.	1 50	.....
9358	Bellvue to Dewitt.	William A. Warren.	388 00	9 77	Jan., Feb., March, 4 times.	Dewitt, Iowa.	Failed to arrive	.....	11 08
9360	Delhi to Quasqueton.	Levi Ellis.	180 00	1 73	February 17, 24.	Delhi, Iowa.	do.	.....	3 48

8379	Garnaville to Hardin	M. O. Walker	375 00	1 80	March 16, 19	Garnaville, Iowa	do.	do.	3 64
8383	West Union to Oaage	do.	940 00	3 01	Jan. 30 to March 6	Charles and Oaage, Iowa	Failed to perform service; routing 10 miles of the route	do.	30 57
8389	Cedar Falls to Fort Dodge	E. S. Alvord	1,100 00	3 59	January 23, 97	Fort Dodge, Iowa	Wet mail	3 00	do.
8392	Newton to Marsella	Arnon Hamer	156 00	1 83	Feb. 11, March 15	Newton, Iowa	Failed to arrive	do.	3 64
8396	Des Moines to Fort Dodge	E. S. Alvord	2,400 00	7 68	January 21, 97	Fort Dodge, Iowa	Wet mail	4 00	do.
8398	Indianapolis to Princeton	Edwin Moore	384 00	3 69	January 27	Princeton, Iowa	Failed to arrive	do.	3 59
8403	Knoxville to Decatur	N. H. Richardson	374 00	3 55	January 1	Knoxville, Iowa	do.	do.	3 55
8404	Knoxville to Des Moines	Edmund Jones	150 00	1 83	March 9, 16	Des Moines, Iowa	do.	do.	3 64
8413	Bloomfield to Centerville	E. S. Alvord	400 00	1 26	February 15	Centerville, Iowa	Wet mail	1 00	do.
8414	Bloomfield to Knoxville	Charles P. Farley	335 00	3 93	February 15	Knoxville, Iowa	Failed to arrive	do.	3 93
8414	do.	do.	335 00	3 93	Contractor abandoned service; suspend pay and refer to contract office, May 5, 1858	do.	do.	do.	do.
8415	Bloomfield to Ottumwa	E. S. Alvord	440 00	2 12	Jan., Feb., March, 4 times	Bloomfield, Iowa	Failed to arrive	do.	8 48
8415	do.	do.	440 00	2 12	Jan., Feb. 3 times	Ottumwa, Iowa	do.	do.	6 36
8419	Centerville to Lancaster	Anthony Martin	149 00	1 43	January 24	Lancaster, Iowa	do.	do.	1 43
8419	do.	do.	149 00	1 43	January 26	Centerville, Iowa	do.	do.	1 43
8428	Afton to Adell	John Brichow	450 00	4 32	February 17, 24	Afton, Iowa	do.	do.	8 64
8428	do.	do.	450 00	4 32	February 18, 25	Adell, Iowa	do.	do.	8 64
8435	Marango to Toledo	E. S. Alvord	360 00	3 50	March 19	Toledo, Iowa	do.	do.	3 50
8435	Council Bluffs to Galhoun	H. D. Halle	500 00	1 92	January 23	Fort Calhoun, Iowa	do.	do.	1 92
8478	Dewitt to Tipton	Barney Evans	300 00	2 88	Month of March, 1858	On route, Iowa	Inferior service	do.	10 00
8494	Independence to Oaage	Seymour Ayers	721 00	do.	March, 1857, to April 1, 1858	Oaage to Mitchell, Iowa; dist. 34 mi.	Failed to carry the mail	do.	25 85
8519	West Union to Prairie du Chien	M. O. Walker	840 00	8 20	March 26	Waverly, Iowa	Failed to arrive	do.	8 20
8540	Dallas to Palestine	James Loden, legal representative of Moul-	1,300 00	4 45	January 1, 50	Prairie du Chien, Iowa	Failed to arrive in time	do.	8 90
7907	do.	den, deceased.	1,875 00	9 00	Feb., Mar., 9 times	Dallas, Texas	Failed to arrive	do.	81 00
7949	Dallas to Waco Village	A. G. Oumpton	4,067 00	13 03	March 4 times	do.	do.	do.	53 19
7949	do.	do.	4,067 00	13 03	March 9, 20	Waco, Texas	Failed to arrive in time	6 50	do.
7949	do.	do.	4,067 00	13 03	March 16	Tyler, Texas	Failed to arrive	56	13 03
8019	Tyler to Athens	Margaret T. Douglass	943 60	9 33	January 3	do.	Failed to arrive in time	do.	9 33
8019	do.	do.	943 60	9 33	January 4 times	Tarrant, Texas	Failed to arrive	do.	13 99
8026	Tyler to Tarrant	Thomas McLaughlin	450 00	4 33	Jan., Feb., 3 times	Badin Springs, Texas	Failed to supply	10 50	do.
8026	Sherman to Gainesville	James S. Atchison	245 00	2 36	Oct., 1857, to March 31, 1858	do.	do.	do.	do.

## SUPPLEMENTARY TO WEEK ENDING SATURDAY, MAY 8, 1858.

8453	Nashville to Hopkinsville	G. H. Slaughter	2,500 00	8 00	January, February	On route, Tenn	Inferior service	do.	104 00
8463	Lebanon to London	M. A. Price	2,190 00	7 01	February 26	London, Tenn	Failed to arrive	do.	7 01
8463	do.	do.	2,190 00	7 01	February 24	do.	Failed to arrive in time	1 75	do.
8464	Lebanon to Carthage	W. C. Tinson	175 00	1 56	Jan., Feb., Mar., 5 times	do.	Failed to connect	2 80	do.
8465	Lebanon to Murfreesboro	W. H. L. Baird	170 00	1 63	March 19	Lebanon, Tenn	Failed to arrive	do.	1 63



## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractor.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
8468	Three Forks to Carthage.....	W. C. Ligon.....	\$74 00	\$0 71	March 20.....	Three Forks, Tenn.....	Failed to connect.....	\$0 15	.....
8469	Sparta to Albany.....	Sherrod M. Keeton.....	544 00	9 61	March 11.....	Olympus, Tenn.....	Failed to supply.....	50	.....
8480	Sparta to Walnut Grove.....	M. A. Price.....	544 00	9 61	February 18, 92.....	Albany, Tenn.....	Failed to arrive.....	65 92	.....
8483	Sparta to Nicklack.....	.....	125 00	1 30	January 15.....	Sparks, Tenn.....	do.....	.....	11 76
8484	Crossville to Pikeville.....	Pickett & Reavis.....	816 00	3 32	Jan., Mar., 3 times.....	Pikeville, Tenn.....	Failed to supply.....	.....	1 05
8487	do.....	do.....	110 00	1 05	March 8.....	Crossville, Tenn.....	Failed to arrive.....	.....	1 05
8489	Post Oak Spring to Washington.....	A. P. Gas.....	287 00	1 05	March 9.....	Pikeville, Tenn.....	do.....	.....	9 87
8489	Rogersville to Blountman.....	Kent, Pickett & Payton.....	957 00	9 74	March 9.....	Post Oak Spring, Tenn.....	do.....	.....	9 74
8498	do.....	do.....	957 00	9 74	March 9.....	Rogersville, Tenn.....	do.....	.....	9 74
8513	Woodbourne to Jackboro'.....	Joel Gosnold.....	172 00	9 74	January 26, March 9.....	Blountman, Tenn.....	do.....	.....	1 65
8516	Sycamore to Speedwell.....	Cook & Kings.....	143 00	1 85	January 26.....	Woodburn, Tenn.....	do.....	.....	4 11
8517	Kutledge to Dundridge.....	John Chesney.....	307 00	1 37	January, 3 times.....	Speedwell, Tenn.....	do.....	.....	16 17
8517	do.....	do.....	307 00	1 47	Feb., Mar., 1 times.....	Kutledge, Tenn.....	do.....	.....	4 41
8518	Rogersville to Tazewell.....	J. H. Russell.....	155 00	1 49	January 16.....	Dundridge, Tenn.....	do.....	74	.....
8518	do.....	do.....	155 00	1 49	February 26, March 26.....	Rogersville, Tenn.....	Failed to arrive in time.....	.....	9 98
8520	do.....	do.....	155 00	1 49	January 7, 28.....	Tazewell, Tenn.....	Failed to arrive.....	.....	9 98
8521	Rogersville to Rheatsville.....	James B. Childcenter.....	125 00	1 50	Jan., Feb., Mar., 6 times.....	Rogersville, Tenn.....	do.....	.....	9 00
8521	do.....	George C. Bradley.....	159 00	1 48	January 7.....	do.....	do.....	.....	1 48
8521	do.....	do.....	159 00	1 48	Jan., Mar., 4 times.....	Jonesville, Tenn.....	do.....	48	5 93
8528	Baker's Gap to Dugger's Ferry.....	Thomas M. Hilton.....	50 00	1 48	February 16.....	Dugger's Ferry, Tenn.....	do.....	.....	.....
8536	Glenville to Asheville.....	Valentine Ripley.....	1,750 00	5 61	January 3 times.....	Greenville, Tenn.....	Failed to connect.....	4 90	.....
8538	Sevierville to Cude's Cove.....	Philip Seaton.....	70 00	67	March 24.....	Cude's Cove, Tenn.....	Failed to arrive.....	.....	7 59
8539	Sevierville to Cashier's Valley.....	do.....	900 00	9 53	March, 3 times.....	Cashier's Valley, Tenn.....	do.....	.....	3 85
8544	Tellico Plains to Clarksville.....	Vaughn & Hyatt.....	264 00	3 85	February 4.....	Clarksville, Tenn.....	do.....	.....	1 49
8547	Charlotte to Benton.....	Jabez Henderson.....	127 00	71	February 17, March 13.....	Benton, Tenn.....	do.....	.....	.....
8552	Cleveland to Chattanooga.....	Mrs. L. Eldridge.....	347 00	1 04	January 11.....	Harrison, Tenn.....	Failed to supply.....	.....	10 50
8555	Jasper to Pikeville.....	S. C. Norwood.....	360 00	1 75	Jan., Feb., Mar., 6 times.....	Pikeville, Tenn.....	Failed to arrive.....	.....	3 50
8555	do.....	do.....	360 00	1 75	January 4, 8.....	Jasper, Tenn.....	do.....	.....	1 17
8556	Jasper to Nicklack.....	B. M. Murphy.....	945 00	1 63	Jan., Mar., 3 times.....	do.....	do.....	.....	.....
8557	Pikeville to Athens.....	W. C. Lillard.....	510 00	1 63	February 23.....	Washington, Tenn.....	Failed to connect.....	9 40	.....
8557	do.....	do.....	510 00	1 63	February 3.....	Athens, Tenn.....	Failed to arrive.....	.....	1 63
8558	McMinnville to Pelham.....	W. P. Barnes.....	336 00	1 63	February 3.....	Pikeville, Tenn.....	do.....	.....	4 69
8558	do.....	do.....	336 00	1 63	March 4.....	McMinnville, Tenn.....	do.....	.....	1 69
8567	Shelbyville to Fayetteville.....	E. M. Dr. mgool.....	900 00	64	February 17, 19.....	Payetteville, Tenn.....	do.....	.....	1 98
8571	Fayetteville to Pulaski.....	W. H. B. Marcum.....	118 00	1 13	January 16.....	Pulaski, Tenn.....	do.....	.....	1 13
8581	Columbia to Centerville.....	Eliaz Rambo.....	435 00	1 39	February 23.....	Centerville, Tenn.....	do.....	.....	1 39
8583	Columbia to Lewisburg.....	Mumford Smith.....	980 00	1 35	March 19.....	Lewisburg, Tenn.....	do.....	.....	1 35
8583	do.....	do.....	980 00	1 35	March 20.....	Columbia, Tenn.....	do.....	.....	1 35
8584	Franklin to Perryville.....	James L. Byrd.....	495 00	4 76	Jan., Feb., Mar.....	Perryville, Tenn.....	do.....	.....	19 04
8587	Charlotte to Springfield.....	E. S. Hockersmith.....	520 00	9 53	Jan., Feb., 4 times.....	Charlotte, Tenn.....	do.....	.....	9 98
8588	Clarksville to Waverly.....	S. Sullivan.....	390 00	3 70	January 2.....	Waverly, Tenn.....	do.....	.....	3 70
8593	Clarksville to Nashville.....	Patet & Clinton.....	1,070 00	3 94	Feb., Mar., 4 times.....	Nashville, Tenn.....	do.....	.....	19 16
8593	Clarksville to Paris.....	J. T. Duncan.....	1,070 00	3 94	Jan., Mar., 5 times.....	Paris, Tenn.....	do.....	.....	20 76

8598	Huntington to Brownsville.	Wood & Rutherford.	1,500 00	4 80	January 14, March 7.	Huntingdon, Tenn.	do.	do.	1 80	9 60
8599	do.	do.	1,500 00	4 80	January 16.	do.	do.	Failed to connect.	do.	9 50
8600	Paris to Columbus.	James W. Perry.	787 00	9 50	February 23.	Paris, Tenn.	do.	Failed to arrive.	do.	3 70
8601	Dresden to Yorkville.	James H. Gibbs.	183 00	1 85	February 11, 18.	Yorkville, Tenn.	do.	do.	do.	1 44
8602	Trenton to Jackson.	Lorenzo Goodill.	300 00	1 44	February 23.	Jackson, Tenn.	do.	do.	do.	5 89
8603	do.	do.	300 00	1 44	January 25, Feb. 29.	Trenton, Tenn.	do.	do.	do.	5 19
8604	Jackson to Somerville.	J. J. Wiley.	900 00	9 50	March 25, 27.	Jackson, Tenn.	do.	do.	do.	9 24
8605	Decaturville to Perryville.	George K. Ourrey.	49 85	24	February 19.	Perryville, Tenn.	do.	do.	do.	58
8606	Clifton to Paducah.	do.	61 00	58	March 6.	Paducah, Mo.	do.	do.	do.	58
8607	Morgan C. H. to Huntsville.	Hiram Key.	100 00	96	March 6.	Huntsville, Tenn.	do.	do.	do.	4 80
8608	Lebanon to Cheanut Mount.	M. A. Pice.	383 00	1 56	Feb., March, 5 times.	Lebanon, Tenn.	do.	do.	do.	3 78
8609	Paducah to Cairo.	G. A. Phillips.	6,300 00	8 63	Jan., Feb., 5 times.	Paducah, Mo.	do.	do.	do.	43 10
8610	do.	do.	6,300 00	8 63	January 5, 18.	do.	do.	do.	do.	17 94
8611	St. Clairsville to St. Clairsville.	Jesse Hildebrand.	617 00	9 86	Sept., Oct., Jan., 8 times.	Ozark, Ohio	do.	Failed to supply.	5 00	5 29
9022	Gomber to Lowell and Sarahsville.	W. W. Lanam.	647 00	.....	December 28, 29.	Sarahsville, Ohio.	do.	Failed to arrive and depart.	.....	.....
9023	Cambridge to Cumberland and McConnellsville.	Samuel Marquis.	557 00	.....	Nov., Dec., Jan., 12 times.	Reinesville, Ohio.	do.	Failed to supply.	3 00	.....
9024	Cochecton to Mount Vernon.	Wm. Ocombe.	399 00	1 91	January 4.	Cochecton, Ohio.	do.	Failed to arrive.	.....	1 91
9025	Woodfield to Marietta.	W. W. Hildebrand.	890 00	4 37	January 6.	Harrietsville, Ohio.	do.	Failed to supply.	1 00	.....
9026	Oneida Mills to Carrollton.	President Carroll County Railroad Comp'y.	360 09	57	Feb., March, 6 times.	Oneida Mills, Ohio.	do.	Failed to connect.	75	.....
9027	Zanesville to Columbus.	H. Orndorff.	1,495 00	2 05	Quarter ending March 31, 1888.	On route, Ohio.	do.	Failed to perform service on Sunday.	.....	53 30
9028	Somerset to New Lexington.	Orndorff & Bimble.	600 00	96	From January 4 to 23 inclusive.	.....do.	do.	Inferior service.	.....	6 91
9029	Sunbury to Mount Gilead.	James Cook.	984 00	1 36	Jan., Feb., March, 3 times.	Kington, Ohio.	do.	Failed to supply.	75	.....
9030	Chillicothe to Clarksburg and New Holland.	James Bush.	337 50	.....	Dec., Jan., 3 times.	Yellow Bird, Ohio.	do.	do.	75	.....
9031	Bainbridge to West Union.	G. D. Darlington.	449 00	1 43	December 3, 5.	West Union, Ohio.	do.	Failed to arrive.	.....	2 86
9032	Sinking Spring to Jackson.	Wm. Kialing.	915 00	3 06	Jan., Feb., March, 10 times.	Cove, Ohio.	do.	Failed to supply.	5 00	.....
9033	Portsmouth to Ironton and Guyandotte.	Ralph Lute.	2,137 00	.....	Jan., Feb., 7 times.	Guyandotte, Ohio.	do.	Failed to arrive.	.....	13 93
9034	do.	do.	2,137 00	.....	Jan., Feb., 8 times.	do.	do.	Failed to arrive in time.	3 76	.....
9035	Portsmouth to Cincinnati.	Bradford & Smith.	2,500 00	8 01	March 7.	Portsmouth, Ohio.	do.	Failed to arrive.	.....	8 01
9036	Ironton to Gallipolis.	Ralph Lute.	314 00	3 02	January 6 February 3.	Gallipolis, Ohio.	do.	do.	.....	6 04
9037	Germanstown to West Alexandria.	G. O. M. Schaeffer.	970 00	1 29	January 26.	West Alexandria, Ohio.	do.	do.	.....	1 39
9038	Williamsburg to New Market.	N. S. Gunn.	948 00	1 19	January 8, 9.	Williamsburg, Ohio.	do.	Failed to arrive and depart.	.....	2 36
9039	Washington O. R. to Bellbrook.	Wm. Curry.	549 00	2 64	Nov. Dec., 4 times.	New Jasper, Ohio.	do.	Failed to supply.	2 00	.....
9040	New Orleans to Brazos Santiago.	Harris & Morgan.	15,000 00	313 50	February 22.	Brazos, Santiago, Tex.	do.	Failed to arrive in time.	50 00	.....
9041	East Burlington to Quinoo.	President Peoria and Quinoo Railroad Co.	10,785 00	8 59	Oct. 8, 1887, to March 31, 1888.	East Burlington and Galesburg, Ill.	do.	Failed to perform service.	.....	1,515 09



8455	Nashville to Chattanooga.....	President Nashville and Chattanooga Railroad Company.....	\$5,000 00	34 53	January, February, March, 5 times.	Chattanooga, Tenn.....	Failed to connect.....	51 37	.....
7004	Montgomery to Greensboro'.....	Jemison & Ficklin.....	5,250 00	7 23	February 6, 13.....	Montgomery, Ala.....	Failed to arrive.....	.....	14 46
7005	Montgomery to Burnsville.....	Green T. Hill.....	750 00	95	January, 6 times.....	Burnsville, Ala.....	do.....	.....	5 70
7006	do.....	do.....	750 00	95	January 5, 6.....	Montgomery, Ala.....	do.....	.....	64
7007	Montgomery to Monticello.....	B. J. West.....	740 00	3 55	March 23, 31.....	Monticello, Ala.....	do.....	.....	7 10
7007	do.....	do.....	740 00	3 55	March 26.....	do.....	Failed to arrive in time.....	88	.....
7007	do.....	do.....	740 00	3 55	March, 3 times.....	Montgomery, Ala.....	do.....	.....	10 65
7009	Montgomery to Troy.....	E. H. Johnson.....	1,350 00	6 63	January 6.....	do.....	do.....	.....	6 62
7009	do.....	do.....	1,350 00	6 63	January 11.....	Troy, Ala.....	do.....	.....	6 63
7009	do.....	do.....	1,350 00	6 63	March 25.....	do.....	Failed to connect.....	1 65	.....
7020	Columbus to Montgomery.....	President Montgomery and West Point Railroad Company.....	\$4,125 00	11 03	February 17.....	Columbus, Ala.....	do.....	9 75	.....
7022	Columbus to Fort Gaines.....	W. M. Lee.....	2,300 00	3 69	February 24, 26.....	do.....	Failed to arrive.....	7 38	.....
7023	Columbus to Chenuaugues.....	A. Haygood.....	2,000 00	3 69	January 15, 16.....	do.....	do.....	5 36	.....
7023	do.....	do.....	2,000 00	3 69	January 15, 16.....	Chenuaugues, Ala.....	do.....	5 36	.....
7045	Gross Plains to Pumpkinville.....	L. H. Walthall.....	90 00	1 04	February 22.....	Pumpkinville, Ala.....	do.....	1 04	.....
7047	Bennettsville to Van Buren.....	Laban Ellis.....	119 00	1 04	February 14.....	Van Buren, Ala.....	do.....	.....	1 04
7054	The Pond to Rome.....	S. Clayton.....	549 00	1 75	Feb., Mar., 11 times.....	Gaylesville, Ala.....	Failed to supply.....	.....	1 69
7057	Galeville to Lafayette.....	E. Canon.....	176 00	1 03	January 15.....	Lafayette, Ala.....	Failed to arrive.....	1 10	.....
7069	Whitesburg to Montevallo.....	G. S. Barnes.....	2,445 00	7 53	January 32.....	Montevallo, Ala.....	Wet mail.....	3 00	.....
7070	Somerville to Russellville.....	John Skerritt.....	300 00	3 88	Feb. 25, Mar. 9.....	Russellville, Ala.....	Failed to arrive.....	8 64	.....
7072	Somerville to Elyton.....	R. A. Stewart.....	410 00	3 74	January 7.....	Somerville, Ala.....	do.....	3 74	.....
7074	Decatur to Jasper.....	Joel Barnum.....	375 00	3 61	February 35.....	Jasper, Ala.....	do.....	7 32	.....
7074	do.....	do.....	375 00	3 61	Jan. 12, Feb. 23.....	Decatur, Ala.....	do.....	7 34	.....
7092	Jasper to Biantsville.....	D. M. Compton.....	189 00	1 81	Jan., Feb., 4 times.....	Jasper, Ala.....	do.....	78	.....
7093	Fayette to Pikesville.....	Joseph B. Nun.....	300 00	3 88	February 14.....	Pikesville, Ala.....	Failed to arrive in time.....	9 98	.....
7094	Fayette to Columbus.....	do.....	300 00	3 88	February 16.....	Columbus, Ala.....	Failed to arrive.....	3 13	.....
7101	Trion to Elyton.....	R. Jemison.....	1,148 00	3 13	February 11.....	Trion, Ala.....	do.....	1 84	.....
7102	Tuscaloosa to Greensboro'.....	Jemison & Ficklin.....	1,148 00	1 84	January 36.....	do.....	do.....	5 58	.....
7105	Tuscaloosa to Greensboro'.....	John Perkins.....	349 00	1 84	Mar., April, 13 times.....	do.....	Failed to arrive in time.....	.....	.....
7116	Seima to Greenville.....	Jemison & Ficklin.....	309 00	2 29	February 17.....	Seima, Ala.....	Failed to arrive.....	9 39	.....
7116	do.....	do.....	309 00	2 29	February 17.....	Seima, Ala.....	do.....	50	.....
7136	Greensboro' to Livingston.....	do.....	1,700 00	5 43	March 15.....	Cabala, Ala.....	Failed to connect.....	15	.....
7136	Clinton to Marion.....	N. Woodward.....	701 00	3 34	February 3.....	Greensboro', Ala.....	Failed to connect.....	5 45	.....
7136	Livingston to Euauw.....	R. Johnson.....	420 00	3 11	January 15.....	Clinton, Ala.....	do.....	4 46	.....
7133	Linden to Coffeeville.....	Wm. Fickins.....	1,450 00	4 51	Jan. Feb., March, 7 times.....	Euauw, Ala.....	do.....	3 11	.....
7133	do.....	do.....	1,450 00	4 51	February, 6 times.....	Linden, Ala.....	do.....	31 37	.....
7139	Coffeeville to Mt. Vernon.....	W. F. Brunson.....	1,824 00	4 51	January, 6 times.....	Coffeeville, Ala.....	do.....	57 06	.....
7144	Burt Corn to Andalusia.....	Alfred Holly.....	1,824 00	4 51	January, 6 times.....	Coffeeville, Ala.....	do.....	52 46	.....
7152	Trion to Clayton.....	Palix Stens.....	510 00	3 45	January 16.....	Andalusia, Ala.....	do.....	9 62	.....
7152	Troy to Pine Bluff.....	G. P. Powell.....	124 00	1 90	January 13.....	Troy, Ala.....	do.....	8 45	.....
7160	Dothan to Eufaula.....	A. Raygood.....	423 00	4 13	March 13.....	Pine Level, Ala.....	do.....	1 92	.....
7167	Chattanooga Post Office.....	R. E. Hancell.....	994 00	4 60	Feb., March, 5 times.....	Eufaula, Ala.....	do.....	90 63	.....
7189	Opelika to Jacksonville.....	M. V. Hancell.....	3,863 00	13 38	February 1.....	Port Gibson, Ala.....	do.....	4 96	.....
7193	Mt. Vernon to Mobile.....	E. S. Barned.....	700 00	9 34	January 28.....	Jacksonville, Ala.....	do.....	19 38	.....
7193	do.....	do.....	700 00	9 34	Feb., March, 3 times.....	Mt. Vernon, Ala.....	do.....	2 34	.....
7193	do.....	do.....	700 00	9 34	March 7.....	Mobile, Ala.....	Failed to arrive in time.....	1 74	.....
7203	Deleville to Andalusia.....	Jac. Y. Register.....	600 00	9 58	March 9.....	Deleville, Ala.....	Failed to arrive.....	9 34	.....
7203	do.....	do.....	600 00	9 58	March 9.....	Deleville, Ala.....	do.....	9 58	.....

## FINES AND DEDUCTIONS

Fines imposed upon contractors and deductions made from their pay—Continued.

No.	Termin.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7203	Daleville to Andalusia.	Jno. Y. Register	\$600 00	\$3 88	March 10	Andalusia, Ala.	Failed to arrive	.....	\$3 88
7205	Mexico to Democrat.	Marlin Roberts.	58 00	50	February 20	Mexico, Ala.	do.	.....	50
7219	Greenville to Andalusia.	Alfred Holly.	500 00	4 30	February 24	Greenville, Ala.	do.	.....	4 30
2647	Frederick to Allentown	Austin Rue	666 00	1 06	March 8	Frederick, N. J.	Failed to arrive in time	.....	\$0 25
	Philadelphia to Williamstown	Westcott & Whitaker.	725 00	.....	.....	.....	.....	.....	.....
2677	Cedar Bridge to Cape Island	.....do.	(pro rata)	.....	.....	.....	.....	.....	.....
2686	Tuckahoe to Cape May.	.....do.	355 97	57	March 13	Tuckahoe, N. J.	Failed to arrive	.....	57
2688	Pottstown to Shilohville	.....do.	350 00	56	.....do.	Cape May, N. J.	do.	.....	56
3102	Pottstown to Tunkhannock.	Samuel E. Harbaugh.	950 00	73	March 3	Pottstown, Pa.	Failed to connect	.....	18
3156	Pittston Ferry to Tunkhannock.	Willard Jackson.	325 00	1 04	January 8	Tunkhannock, Pa.	Failed to arrive	.....	1 04
3173	Nicholson to Carbonade	A. F. Snover	630 00	1 04	January 21	Nicholson, Pa.	Failed to connect	.....	77
3182	Monroe to Kirkwood	Jno. W. Webber.	450 00	77	Jan., Feb., 4 times	Kirkwood, Pa.	do.	.....	.....
3186	do.	.....do.	450 00	77	.....do.	Monroe, Pa.	Failed to arrive	.....	3 08
3191	Owrel to Little Meadows.	David Buffum.	980 00	92	March 10, 19	Little Meadows, Pa.	do.	.....	1 84
3218	Cross Roads to Gettysburg.	Samuel Stricker.	174 00	83	December 18, 22	Peach Bottom, Pa.	do.	.....	1 84
3231	New Oxford to Gettysburg.	Nicholas Weaver.	150 00	24	March 10	Gettysburg, Pa.	do.	.....	94
3247	Bloomburg to Turbotville	Isabel Biddle.	377 00	1 90	January 16, 23	Bloomburg, Pa.	Failed to connect	.....	60
3269	Lewistown to Bellefonte.	J. T. McCormick.	300 00	48	Jan., Feb., 10 times	Lewistown, Pa.	do.	.....	1 20
3280	Brownsville to Waynesburg	Hawthorn & Brooks.	349 00	1 11	March 1	Clarksville, Pa.	Failed to supply	.....	95
3281	Brownsville to Uniontown	Jno. McCallister.	265 00	1 27	February, 4 times	Brownsville, Pa.	Failed to arrive in time	.....	1 27
3286	Smithfield to Mapletown	Jos. Goodwin.	115 00	36	February 23	Mapletown, Pa.	Failed to arrive	.....	36
3281	Waynesburg to Middlebourne	Jno. Chaplen.	350 00	.....	February 4 times	Middlebourne, Pa.	Failed to arrive in time	.....	1 54
3283	Strattonville to Warren	James M. McGonigle.	540 00	5 19	February 11	Strattonville, Pa.	do.	.....	1 59
3285	Tionesta to Tidionto	Jno. T. Courson.	100 00	96	March 15	Tionesta, Pa.	Failed to arrive	.....	96
3285	do.	.....do.	100 00	96	March 22	Tionesta from Howe, Pa.	do.	.....	45
3288	Franklin to Union Mills	Jonah Connel	844 00	2 70	March 30	Franklin, Pa.	Failed to connect	.....	67
3415	Pittsburg to Steubenville	And. B. McFarland.	1, 600 00	9 56	January 2, March 15	Steubenville, Pa.	Failed to arrive	.....	5 13
3434	Builer to Salem Cross Roads	M. Gillespie	525 00	9 59	February 1	Salem Cross Roads, Pa.	do.	.....	2 52
3440	Meadville to Kinmansa	M. H. Jones	365 00	1 16	March 24	Kinmansa, Pa.	Failed to arrive in time	.....	59
3511	Pittsburg to Connellsville	Pres't Pittsburg & Connellsville Railroad Co.	9, 400 00	3 84	Feb., Mar., 3 times	Connellsville, Pa.	Failed to connect	.....	4 38
3519	Duncannon to Port Trevorton	Geo. W. Blattenberger.	1, 000 00	3 90	January, 7 times	On route, Pa.	Inferior service.	.....	6 40
3514	Harrisburg to Port Trevorton	Jno. Cummings	9, 900 00	3 52	March 17, 18	Harrisburg, Pa.	Failed to connect	.....	1 76
3515	Port Trevorton to Shamokin	do.	690 00	1 10	March 19	Shamokin, Pa.	Failed to arrive	.....	1 10
3519	Seaford to Princess Ann	Hamilton B. Kirkpatrick.	1, 612 00	9 58	February 20	Princess Ann, Del.	Failed to arrive in time	.....	68
3603	Baltimore to Wheeling	Balt. & Ohio Railroad Co.	94, 900 00	64 69	March 4	Raccoon, Md.	Failed to receive the mail	.....	5 00
3609	do.	do.	94, 900 00	64 69	March 6	do.	Failed to connect	.....	16 00
3670	Aquasco to Charlotte Hall	E. A. M. E. Burnell	94, 970 00	64	Jan., Feb., 9 times	Charlotte Hall, Md.	Failed to arrive	.....	7 74
1115	Keesville to Plattsburg	G. T. Thomas	400 00	64	Nov. 16 to Dec. 31, 1857; 40 times; Feb. 1 to March 31, 1858, 51 times; 24	On route, N. Y.	Inferior service	.....	19 41
12744	Janesville to Mineral Point	E. K. Nichols	252 00	1 91	Jan., Feb., 24	Janesville, Wis.	Failed to take the mail	.....	1 21
12745	Baltimore to Uniontown	Robert W. Stein	545 00	2 71	Jan., Feb., Mar., 24 times	Uniontown, Md.	Failed to arrive in time	.....	6 00

SUPPLEMENTARY TO WEEK ENDING SATURDAY, MAY 15, 1866.

7301	Gallatin to Natchez.....	Terry & Kilpatrick.....	\$2,395 00	\$7 60	February 14.....	Natchez, Miss.....	Failed to arrive.....	.....	\$7 60
7302	Jackson to Brandon.....	President Southern Railroad Company.....	1,350 00	9 34	Jan., Feb., 4 times.....	Brandon, Miss.....	.....do.....	.....	9 36
7303	Canton to Ootumbus.....	Jemison & Ficklin.....	10,113 00	16 90	Jan., Feb., March, 13 times.....	Columbus, Miss.....	.....do.....	.....	506 80
7304	Jackson to Vicksburg.....	President Vicksburg & Jackson R. R. Co.....	4,600 00	7 35	January, 7 times.....	Jackson, Miss.....	Failed to connect.....	.....	19 81
7314	New Albany to Harrisburg.....	L. Jarvis, Jr.....	149 00	1 43	Jan. 16, March 30.....	New Albany, Miss.....	Failed to arrive.....	.....	2 86
7316	Carthage to Gainesville.....	.....do.....	149 00	1 43	March 19.....	Harrisburg, Miss.....	.....do.....	.....	1 43
7316	Carthage to Gainesville.....	A. M. Woods.....	602 00	5 76	March 8.....	Carthage, Miss.....	.....do.....	.....	5 78
7321	Lexington to Shiloh.....	James Walton.....	318 00	1 01	Jan., Feb., 3 times.....	Lexington, Miss.....	.....do.....	.....	3 03
7327	Grenada to Fane.....	Wm. Gibbs.....	394 00	3 79	January 1.....	Grenada, Miss.....	.....do.....	.....	3 79
7330	Coffeetown to Houston.....	J. A. Tully.....	1,448 00	4 14	February 23.....	Houston, Miss.....	.....do.....	.....	4 14
7330	.....do.....	.....do.....	1,448 00	4 14	March, 3 times.....	Coffeetown, Miss.....	.....do.....	.....	19 49
7331	Coffeetown to Pontotoc.....	.....do.....	849 00	4 03	February 19.....	Pontotoc, Miss.....	Failed to connect.....	\$1 00	.....
7347	Ripley to Cotton Gin Port.....	J. C. Spight.....	1,995 00	4 15	February 26, 28.....	Cotton Gin Port, Miss.....	.....do.....	.....	2 40
7448	Eastport to Aberdeen.....	Jemison & Ficklin.....	9,653 58	1 83	Jan., Feb., 3 times.....	Aberdeen, Miss.....	.....do.....	.....	1 35
7351	New Albany to Fulton.....	L. Jarvis, Jr.....	933 00	9 93	March 25.....	New Albany, Miss.....	Failed to arrive.....	.....	9 93
7351	.....do.....	.....do.....	933 00	9 93	March 24.....	Fulton, Miss.....	.....do.....	.....	9 93
7352	Pontotoc to Aberdeen.....	Jemison & Ficklin.....	1,992 00	4 46	February 10, 12.....	Pontotoc, Miss.....	Failed to connect.....	.....	9 90
7352	.....do.....	.....do.....	1,992 00	4 46	Jan., Feb., 6 times.....	Aberdeen, Miss.....	.....do.....	.....	6 60
7354	Pontotoc to Jacinto.....	Samuel G. Champion.....	1,000 00	3 90	Feb., March, 3 times.....	Pontotoc, Miss.....	Failed to arrive.....	.....	3 83
7355	Pontotoc to Fulton.....	A. Maulding.....	294 00	3 85	March 22.....	Pontotoc, Miss.....	.....do.....	.....	3 85
7360	Cotton Gin Port to Jacinto.....	John M. Whitley.....	400 00	3 85	February 3.....	Jacinto, Miss.....	.....do.....	.....	11 55
7360	.....do.....	.....do.....	400 00	3 85	Jan., Feb., 3 times.....	Cotton Gin Port, Miss.....	.....do.....	.....	.....
7366	Columbus to Greensboro.....	B. Sweareinger.....	1,500 00	4 81	February 3.....	Columbus, Miss.....	Failed to connect.....	.....	96
7366	.....do.....	.....do.....	1,500 00	4 81	February 17.....	Greensboro, Miss.....	Failed to arrive in time.....	.....	1 40
7370	Benala to Coffeetown.....	S. McCreigh.....	373 00	1 80	January 9, 12.....	Coffeetown, Miss.....	Failed to connect.....	.....	9 80
7382	Carthage to Raleigh.....	B. F. Weeks.....	500 00	5 67	February 16, 18.....	Carthage, Miss.....	Failed to arrive.....	.....	3 60
7385	Brandon to Paulding.....	M. S. Alexander.....	1,900 00	5 77	January 7, March 4.....	Raleigh, Miss.....	.....do.....	.....	9 60
7386	Brandon to Clinton.....	Jemison & Ficklin.....	3,539 64	5 67	January 25.....	Brandon, Miss.....	.....do.....	.....	5 93
7386	.....do.....	.....do.....	3,539 64	5 67	February 4, 6.....	.....do.....	.....do.....	.....	11 34
7391	Raleigh to Augusta.....	Thos. J. Welborn.....	1,393 00	6 55	March 21, 24.....	Augusta, Miss.....	Failed to connect.....	.....	9 80
7391	.....do.....	.....do.....	1,393 00	6 55	Jan., Feb., twice.....	.....do.....	Failed to arrive.....	.....	13 10
7394	Paulding to Ellersville.....	.....do.....	1,549 00	7 43	Jan., Feb., 5 times.....	Paulding, Miss.....	.....do.....	.....	31 65
7400	Columbia to Pass Christian.....	T. Williams.....	1,549 00	7 43	February 7, 33.....	Shieldsboro, Miss.....	.....do.....	.....	3 90
7402	Columbia to Monticello.....	A. Stamps.....	1,350 00	1 03	January 5, 26.....	Monticello, Miss.....	Failed to supply.....	.....	50
7405	Williamsburg to Brookhaven.....	M. J. Whitworth.....	1,064 00	2 84	January 4.....	Williamsburg, Miss.....	Failed to arrive in time.....	.....	3 41
7407	Holmesville to Columbia.....	B. Willoughby.....	1,985 00	2 84	March 15.....	Columbia, Miss.....	Failed to arrive.....	.....	2 84
7413	Natchez to Liberty.....	B. Fugate.....	1,400 00	6 73	December 26.....	Liberty, Miss.....	.....do.....	.....	6 73
7423	Shiloh to Canton.....	R. Graves.....	594 00	1 92	March 8, 29.....	Shiloh, Miss.....	.....do.....	.....	3 54
7424	Monticello to Newton.....	A. Stamps.....	690 90	3 32	January 19.....	Monticello, Miss.....	Failed to arrive in time.....	.....	60
7424	.....do.....	.....do.....	690 90	3 32	Jan., Feb., 6 times.....	.....do.....	Failed to arrive.....	.....	22 93
7429	Oxford to Paris.....	James Moore.....	85 00	9 96	January 15.....	Oxford, Miss.....	.....do.....	.....	9 96
7435	Vicksburg to Deer Creek.....	John McDonald.....	300 00	1 32	February 2.....	Vicksburg, Miss.....	.....do.....	.....	3 96
7437	Natchez to Church.....	Lafayette Smith.....	580 00	1 32	February 23.....	Church Hill, Miss.....	Failed to arrive in time.....	.....	.....
7431	Lexington to Tchula.....	Jos. Walton.....	150 00	1 86	Jan. 16, Feb. 13.....	Lexington, Miss.....	Failed to arrive.....	.....	1 44
7433	Jackson O. H. to Pascagoula.....	Jos. Gog, sr.....	349 00	1 08	Jan. 4, March 8.....	Pascagoula, Miss.....	.....do.....	.....	3 30
7435	.....do.....	.....do.....	349 00	1 08	Jan. 5, Feb. 9.....	Jackson C. H., Miss.....	.....do.....	.....	3 30

## FINES AND DEDUCTIONS

Fines imposed on contractors and deductions made from their pay—Continued.

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7437	Westville to Monticello.	J. Grubbs.	\$185 00	\$1 87	Jan. 9, Feb. 7.	Monticello, Miss.	Failed to arrive	.....	\$3 75
7438	Gallatin to Bentonton.	George Rea.	1 00 00	9 35	February 1 times.	Bentonton, Miss.	.....do.	.....	7 05
7439	Pontotoc to Oxford.	Jemison & Ficklin.	1 500 00	9 40	December 9, '85.	Pontotoc, Miss.	Failed to arrive in time.	\$1 90	.....
7440	.....do.	.....do.	1 500 00	9 40	December 29.	.....do.	Failed to arrive	.....	2 40
7441	.....do.	.....do.	1 500 00	9 40	January, 3 times.	Oxford, Miss.	Failed to connect	1 90	.....
7442	.....do.	.....do.	1 500 00	9 40	January, 3 times.	Pontotoc, Miss.	.....do.	.....	11 57
7443	Section to Brandon.	Hawley & Munson.	1 774 00	3 79	March, 3 times.	Brandon, Miss.	Failed to arrive	.....	16 86
7444	Steen Creek to Brandon.	J. H. Brown.	1 100 00	9 58	February 12.	Brandon, Miss.	.....do.	.....	16 86
7445	Wayata to Jackson.	W. D. Terry.	11 520 00	16 33	January 13.	Wayata, Miss.	.....do.	.....	1 92
7446	Memphis to Tusculum.	President Mississippi & Tennessee R. R. Co.	1 300 00	1 98	January 23.	Memphis, Miss.	.....do.	.....	.....
7447	Tusculum to Grenada.	McAlexander & Odell.	1 899 00	3 04	Feb. 17, 19.	Grenada, Miss.	.....do.	.....	6 08
7448	Flat's Point to Hopson.	S. J. Srearinger.	1 925 00	9 15	March 10.	Flat's Point, Miss.	.....do.	.....	9 15
13245	Springfield to Lewistown.	John H. West.	1 975 00	6 33	January, 6 times.	Springfield, Ill.	Failed to arrive in time.	9 48	.....
13246	.....do.	.....do.	1 975 00	6 33	February 17.	Lewistown, Ill.	.....do.	1 90	.....
13247	.....do.	.....do.	1 975 00	6 33	March 17.	.....do.	Failed to arrive	.....	19 66
13248	.....do.	.....do.	1 975 00	6 33	March 17.	.....do.	Failed to arrive in time.	11 08	.....
13249	.....do.	.....do.	1 975 00	6 33	January, 9 times.	.....do.	.....do.	14 92	.....
13250	Mattoon to Lovington.	Willis & Peyton.	3 06 00	1 47	January 30.	Mattoon, Ill.	Failed to arrive.	5 00	9 94
13251	Vincennes to Shawneetown.	Emerson & Green.	1 923 00	6 39	February 11.	Shawneetown, Ill.	Wet mail	3 16	.....
13252	.....do.	.....do.	1 923 00	6 39	February 13, 11.	Vincennes, Ill.	Failed to connect	1 14	.....
13253	Vincennes to Danville.	Thomas Bishop.	1 466 00	4 66	February 13.	.....do.	.....do.	.....	.....
13254	Mount Carmel to Noble.	G. W. Bigg.	240 00	9 30	February 18.	Mount Carmel, Ill.	Failed to supply	5 00	4 60
13255	.....do.	.....do.	91 83	9 88	Jan., Feb., 5 times.	Panama, Ill.	Failed to arrive	.....	85
13256	Fairfield to Mayville.	Wm. Berry.	1 417 00	4 54	Jan., Feb., 5 times.	Mayville, Ill.	Failed to supply	4 54	.....
13257	Salem to Metropolis City.	C. Musgrave.	1 169 00	1 63	January 13.	Metropolis City, Ill.	.....do.	1 63	.....
13258	Raleigh to Elizabethtown.	Daniel Jones.	1 425 25	4 56	February 30.	Shawneetown, Ill.	.....do.	1 63	.....
13259	Shawneetown to Cape Girardeau.	Samuel Opelaud.	1 425 25	4 56	March, 3 times.	Raleigh, Ill.	.....do.	1 63	.....
13260	.....do.	.....do.	1 425 25	4 56	January 28.	Shawneetown, Ill.	.....do.	1 63	.....
13261	Equality to Marion.	J. M. Redburn.	320 00	9 16	January 28.	Equality, Ill.	Failed to arrive and depart.	4 56	.....
13262	.....do.	.....do.	320 00	9 16	February 3 times.	Marion, Ill.	Failed to arrive	13 96	.....
13263	Jonesboro' to Metropolis City.	O. Musgrave.	144 50	1 38	January 16.	Metropolis City, Ill.	Failed to arrive and depart.	9 78	.....
13264	Jonesboro' to Marion.	.....do.	144 50	1 38	March 23.	Jonesboro', Ill.	.....do.	1 92	.....
13265	Sparta to Murphyboro'.	Wm. McCormick.	300 00	1 98	March 6.	Sparta, Ill.	Failed to arrive	3 84	.....
13266	.....do.	.....do.	300 00	1 98	March 19.	Murphyboro', Ill.	Failed to arrive and depart.	3 84	.....
13267	Metropolis to Sparta.	J. M. McCutchin.	619 15	1 90	February 23.	Sparta, Ill.	Failed to arrive	1 90	.....
13268	Alton to Carlyle.	Beth M. Thompson.	619 15	1 90	January 9.	Carlyle, Ill.	.....do.	4 90	.....
13269	.....do.	.....do.	800 00	3 84	Oct. 9, 1857, to Jan. 15, 1858, 49 times.	Jamestown, Ill.	Failed to supply	38 00	.....
13270	Brighon to Jacksonville.	Agrus Drury.	323 75	1 06	Jan. 1 to Mar. 31, 1858.	Fayette, Ill.	.....do.	.....	19 06
13271	Pittsfield to Louisiana.	James Ward.	350 00	1 08	Jan., Feb., March, 13 times.	Pittsfield, Ill.	Failed to arrive and depart.	.....	1 66
13272	Freeport to Derinda.	Wm. Johnson.	350 00	1 08	January 26.	Freeport, Ill.	.....do.	.....	15 84
13273	Knoxville to Burlington.	J. F. Updegraff.	1 648 00	5 98	February, 3 times	Burlington, Ill.	Failed to arrive	.....	.....

13269	Quincy to Naples.....	E. S. Alvord.....	3,300 00	5 98	February, 8 times.....	Liberty, Ill.....	Failed to supply.....	2 00	10 56
13269	do.....	do.....	3,300 00	5 98	February 9, 5.....	Quincy, Ill.....	Failed to take all the mail.....	2 00	10 56
13269	do.....	do.....	3,300 00	5 98	January 16.....	Quincy, Ill.....	Failed to arrive.....	2 00	10 56
13273	Quincy to Macomb.....	C. S. Hamilton.....	1,150 00	5 52	March 94.....	Macomb, Ill.....	do.....	5 53	5 53
13283	Macomb to Macomb.....	Chaycomb & Foot.....	1,150 00	3 83	March 14.....	do.....	do.....	5 19	5 19
13283	Macomb to Lewistown.....	J. A. Chapman.....	180 00	1 73	Jan., Feb., 3 times.....	do.....	do.....	5 19	5 19
13286	do.....	do.....	180 00	1 73	do.....	Lewistown, Ill.....	do.....	19 93	19 93
13292	Peoria to Fulton.....	K. D. Earl.....	3,000 00	9 61	February 11, 13.....	Fulton, Ill.....	do.....	11 34	11 34
13292	Galesburg to Colona Station.....	W. H. Holcomb.....	3,300 00	3 78	Jan., March, 3 times.....	Colona Station, Ill.....	do.....	2 78	2 78
13403	Rock Island to Cambridge.....	A. H. Showers.....	300 00	1 29	February 8, 11.....	Cambridge, Ill.....	do.....	1 50	1 50
13411	Rock Island to Galesburg.....	W. H. Holcomb.....	575 08	9 78	Feb., Mar., 3 times.....	Richland Grove, Ill.....	Failed to supply.....	94	78
13419	Empire to Elk Horn.....	E. Spalding.....	163 57	8 78	March 16.....	Empire, Ill.....	Failed to arrive.....	1 68	1 68
13423	Freeport to Monroe.....	S. F. Taylor.....	560 00	1 89	February 4, 20.....	Freeport, Ill.....	Failed to connect.....	4 02	4 02
13437	Caledonia Station to State Line.....	J. C. Albright.....	560 00	84	January 24, 27.....	State Line, Ill.....	Failed to arrive.....	1 98	1 98
13437	do.....	do.....	560 00	1 34	March 15, 19.....	do.....	do.....	50	60
13439	Woodstock to Big Foot Prairie.....	Alvin Judd.....	140 00	1 34	January, 3 times.....	Big Foot Prairie, Ill.....	do.....	1 00	1 00
13433	Waukegan to Richmond.....	F. Shumway.....	411 83	1 98	March 19.....	Richmond, Ill.....	Failed to supply.....	1 85	1 85
13462	West Wheeling to Delaware.....	J. B. Bowen.....	1,070 00	3 42	January, 5 times.....	Lake Zurich, Ill.....	do.....	9 80	9 80
13462	do.....	do.....	1,070 00	3 42	Jan., Feb., 6 times.....	Waukegan, Ill.....	do.....	4 80	4 80
13462	do.....	do.....	1,070 00	4 80	January 15.....	Aurora, Ill.....	do.....	4 17	4 17
13474	Aurora to Malaga's Grove.....	Orcutt & Jenks.....	1,069 15	4 84	January 11.....	St. Charles, Ill.....	Wet mail.....	1 63	1 63
13475	St. Charles to Cherry Valley.....	R. D. Lord.....	385 00	1 85	January 11.....	Oregon, Ill.....	Failed to arrive.....	3 83	3 83
13480	do.....	Wm. More.....	980 00	1 34	Jan. 7, Feb. 4.....	Danville, Ill.....	do.....	45 84	45 84
13503	Middle Port to Danville.....	N. Wilson.....	500 00	4 89	March 26.....	Mazon, Ill.....	do.....	43 75	43 75
13504	Wilmington to Mazon.....	Henry Hudson.....	81 00	78	February 10.....	do.....	do.....	4 48	4 48
13510	Marengo to Somonauk.....	F. D. Love.....	888 00	4 17	March 16.....	Somonauk, Ill.....	do.....	4 48	4 48
13514	McLeansborough to Equality.....	H. Gregg.....	170 00	1 63	February 9.....	Equality, Ill.....	do.....	3 84	3 84
13518	Edwardsville to Litchfield.....	Oscar Seward.....	188 63	1 91	February 19.....	Edwardsville, Ill.....	Failed to arrive and depart.....	4 48	4 48
13525	Newton to Martinsville.....	James Feesser.....	900 00	1 93	March 26.....	Newton, Ill.....	Failed to arrive.....	4 48	4 48
13560	Washington to Havana.....	J. A. Williams.....	1,400 00	4 48	Jan. 1 to Mar. 31, 1858.....	Pekin and Morton, Ill.....	Failure of two trips per week.....	4 48	4 48
13560	do.....	do.....	1,400 00	4 48	do.....	Washington & Morton, Illinois.....	Failed to perform service.....	4 48	4 48
13560	do.....	do.....	1,400 00	4 48	March 19.....	Havana, Ill.....	Failed to arrive.....	4 48	4 48
13573	Galesna to Nora.....	Wm. L. Hope.....	1,575 00	2 64	January 28.....	Nora, Ill.....	Failed to depart.....	3 84	3 84

## WEEK ENDING SATURDAY, MAY 29, 1856.

3211	Georgetown to Eastville.....	H. B. Kirpatrick.....	1,949 00	.....	February, 4 times.....	Eastville and Snow Hill, Del.....	Interior service.....	.....	3 16
3415	Pittsburg to Stenbenville.....	Andrew B. McFarland.....	1,600 00	2 56	.....	.....	It appearing that the failures in January and March last were caused by the refusal of the ferryman to cross the Ohio river, it being unsafe to attempt it; therefore remit deduction of \$5 14.	.....	.....
13531	Kenosha to Antioch.....	Charles Haynes.....	75 00	78	January 28.....	Kenosha, Wis.....	Failed entire trip.....	1 44	1 44
13564	Milwaukee to Roland Prairie.....	D. B. Douglas.....	927 98	9 98	March 18.....	Roland Prairie, Wis.....	Wet mail.....	1 50	1 50
13586	Manitowoc to Waupaca.....	Curds Reed.....	750 00	721 00	Jan. 21, Feb. 17.....	Waupaca, Wis.....	Failed to arrive.....	14 48	14 48



### FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
3699	Fond du Lac to Menasha	Davis & Moore	\$2,388 00	\$3 83	March, 5 times	Menasha, Wis.	Failed to arrive in time.	\$0 50	\$3 50
3700	Fond du Lac to Wrightstown	Wm. Stearns	464 07	1 48	January 30	Stockbridge, Wis.	do.	50	1 48
3701	do.	do.	464 07	1 48	February 6	do.	Failed to arrive.		1 48
3702	do.	do.	464 07	1 48	March 15	Fond du Lac, Wis.	Failed to arrive in time.		1 48
3703	do.	do.	464 07	1 48	March 17	do.	Failed to arrive.		1 48
3704	Madison to Monroe	A. D. & T. E. Hymers	769 00	2 41	March 15	Monroe, Wis.	do.		2 41
3749	Beloit to Monroe	Wheeler & Nichols	245 00	2 35	February, 4 times	do.	Failed to run according to schedule.	\$ 35	
3752	Monroe to Stoughton	A. J. Sutherland	216 00	2 07	Jan., Feb., March, 9 times	Stoughton, Wis.	Failed to arrive		18 63
3769	Platteville to Muscoda	James Durlay	950 00	4 56	March 13	Platteville, Wis.	Failed to arrive in time.	1 00	
3772	Prairie du Chien to Platteville	Peter Barrett, Jr.	650 00	2 08	February 6	Prairie du Chien, Wis.	Failed to arrive.		2 08
3773	do.	do.	650 00	2 08	January 27	Platteville, Wis.	do.		2 08
3792	Portage City to Sauk City	Davis & Moore	892 00	3 96	March 30	Sauk City, Wis.	do.		3 96
3798	Montello to Grand Rapids	J. Dyer	294 84	2 53	Feb. 11, March 18	Grand Rapids, Wis.	do.		2 53
3846	Montfort to Verocua	E. Rogers	550 00	5 58	February 25	Verocua, Wis.	do.		5 58
3846	do.	do.	550 00	5 58	January, 4 times	Montfort, Wis.	Failed to arrive and depart.		43 24
3846	do.	do.	550 00	5 58	February 3, 10	Verocua, Wis.	do.		10 56
3870	Pontiac to Flint	E. N. Pettie	250 00	80	July 1, 1856, to March 31, 1858.	Pontiac & Waterford, Mich.	Failed to perform service.		89 74
8320	Glasgow to Hardinsburg	Bedford Gardner	885 00	2 83	Oct., Nov., Dec., 1857, and Jan., 1, 4, 6, 8, 1858, 24 times.	Hardinsburg, Ky.	Failed to arrive.		67 92
8320	do.	do.	885 00	2 83	Oct., Nov., Dec., 1857, and Jan., 1, 5, 1858, 18 times.	Glasgow, Ky.	do.		50 94
8320	do.	do.	885 00	2 83			This route was let to Joseph R. Garrett, and he commenced service on the 10th January, 1858; the deductions have been made to that time; therefore remove suspension of pay, May 30, 1858.		
8320	do.	do.					Failed to arrive.		
8320	do.	do.					Postmaster at Wheeling, May 19, 1858, reports that the failure on the 6th of March was caused by a defect in the engine cast of the locomotive; therefore remit fine of \$16.		
8320	Baltimore to Wheeling	Joseph E. Garnett	1,000 00	3 30	Jan. 15, Mar. 1, 3, 19	Hardinsburg, Ky.			12 80
8320	do.	do.	1,000 00	3 30	March 5	Glasgow, Ky.			3 30
3602	Baltimore to Wheeling	President of Baltimore and Ohio Railroad Company.	94,000 00	64 69					

WEEK ENDING SATURDAY, MAY 29, 1888.

14011	St. Paul to South Bend.....	G. H. Marsh.....	673 79	1 07	January 27.....	St. Paul, Min.....	Failed to arrive.....	1 07
14011	do.....	do.....	1,179 14	3 74	March 17.....	South Bend.....	do.....	3 74
14011	do.....	do.....	1,179 14	3 74	March 16.....	Shakopee.....	do.....	3 74
14019	Fort Ripley to St. Joseph.....	J. E. Brown.....	1,404 50	55 54	Postmaster at Ft. Ripley certifies that the mail was detained by deep snow on Dec. 30, but arrived in one or two days after schedule time in January, 1887; therefore remit deduction of \$58 54.			
14027	Farbault to Breckenridge.....	do.....	200 00	96	Jan. 27, Feb. 3.....	Henderson, Min.....	Failed to arrive.....	1 92
14027	do.....	do.....	200 00	96	Jan. 26, Feb. 2, 9.....	Farbault, Min.....	do.....	9 88
14031	Traverse des Sioux to St. Cloud.....	S. E. Lowry.....	130 00	2 70	Jan. 20, Mar. 20.....	Traverse des Sioux, Min.....	do.....	5 40
14038	Brownsville to Chatfield.....	D. A. J. Baker.....	800 00	7 69	Jan., Feb., 8 times.....	Brownsville, Min.....	do.....	61 62
14038	do.....	do.....	800 00	7 69	December, 4 times.....	do.....	do.....	30 76
14039	Brownsville to Elliotia.....	do.....	150 00	1 44	Feb., Mar., 9 times.....	Elliotia, Min.....	do.....	13 96
14039	do.....	do.....	150 00	1 44	February 17.....	Brownsville, Min.....	do.....	1 44
14040	Brownsville to Traverse des Sioux.....	do.....	200 00	1 83	February 13.....	do.....	do.....	1 83
14046	Redwing to Shakopee.....	do.....	100 00	96	Jan., Feb., March, 6 times.....	Shakopee, Min.....	do.....	5 76
14053	Brownsville to Mankota.....	H. L. Edwards.....	200 00	1 92	February 20.....	Brownsville, Min.....	do.....	1 92
14053	do.....	do.....	200 00	1 92	Jan. 1 to Mar. 31, 13 times.....	Mankota, Min.....	do.....	24 96
14055	Redwing to Austin.....	D. Hancock.....	400 00	3 84	Jan. 1 to Mar. 31.....	Austin, Min.....	do.....	14 45
14056	Redwing to Blue Earth City.....	L. Coiter.....	480 00	4 70	January, 3 times.....	Blue Earth City, Min.....	do.....	14 10
14057	Redwing to Le Sueur.....	J. J. Brackett.....	500 00	4 80	Jan., Mar., 3 times.....	Le Sueur, Min.....	do.....	14 40
14058	Owatonna to Hastings.....	Philto Hawes.....	300 00	2 87	January 30, 37.....	Hastings, Min.....	Failed to arrive and depart.....	11 48
14061	Menasha to Oronoco.....	S. A. Putnam.....	350 00	3 36	Jan. 6, 13, 20.....	Oronoco, Min.....	Failed to arrive.....	9 08
14064	St. Paul to Chingwatawa.....	Galusha & Gibbons.....	1,150 00	11 05	Dec. 1, 1887, to Mar. 31, 1888.	Chingwatawa, Min.....	do.....	108 73
14074	St. Cloud to Long Prairie.....	W. B. Stokes.....	6 00	05	July 1 to Nov. 10, 1887.	On route, Min.....	Failed to perform service.....	2 00
14078	Shakopee to Farbault.....	Miller & Buobin.....	750 00	7 21	January 25.....	Farbault, Min.....	Failed to arrive and depart.....	14 43
14079	Shakopee to Northfield.....	J. J. Brackett.....	250 00	2 40	January 28.....	Shakopee, Min.....	do.....	4 80
14080	Glencoe to St. Cloud.....	Wm. B. Stokes.....	8 00	15	July 1 to Oct. 17, 1887.	On route, Min.....	Failed to perform service.....	2 40
14093	Elliotia to Mantonville.....	Philto Hawes.....	484 00	4 65	Nov., Dec., 4 times.....	Elliotia, Min.....	Failed to arrive and depart.....	37 20
14097	Mankota to Mitchell.....	J. J. Brackett.....	80 00	76	Jan., Feb., March, 10 times.....	Mankota, Min.....	Failed to arrive.....	7 60
14006	Taylor's Falls to Superior.....	G. E. Nettleton.....	2,925 00	9 37	Oct. 1 to Nov. 14, 1887.	On route, Min.....	Failed to perform service.....	946 06
14006	do.....	do.....	2,925 00	9 37	Route relet and contract executed from Nov. 15, 1887; therefore remove suspension of pay, May 20, 1888.			

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
304	Dover to Alton Bay.....	President Cocheo Railroad Company.	\$2,100 00	\$1 68	Mail carrier makes oath that the post office at Gonc is more than a quarter of a mile from the railr'd stat'n; therefore remit deduction of 50 cts.				
3338	Mt. Pleasant to Unbontown.....	Redding Bunting and Wm. Hill.	800 00		Quarter ending March 31, 1888.	Mt. Pleasant and Con-	Inferior service .....	\$18 78	
6143	Greenville to Woodruff.....	P. O. Lester.....	940 00	2 30	Contractor certifies, May 25, that the excuse for failure of Feb. 13, 1888, was forwarded in due time, but failed to reach the department; therefore remit deduction of \$3 30.	nellsville, Pa.			
8197	Nacogdoches to Waco.....	Smith & Vaughn.....	5,924 00	18 98	Postmaster at Fairfield reports service ceased on April 29, 1888; therefore suspend pay.				
14693	Euahville to Brookville and Cincinnati.....	E. S. Alford.....	2,800 00		Jan., Feb., March, 77 times.	Cincinnati, Ind.....	Failed to arrive in time.....	\$31 66	
14693	.....do.....	.....do.....	2,800 00		Jan., Feb., March, 77 times.	Brookville, Ind.....	.....do.....	131 66	

WEEK ENDING SATURDAY, JUNE 5, 1888.

5186	Montrose to Richwood.....	John W. Webber.....	450 00	77	January 30.....	Richwood, Penn.....	Failed to arrive.....		77
7863	Hauptstad to Anderson.....	Henry O. Holtes.....	300 00	9 68	Contractor abandoned service; therefore suspend pay June 1.				
9106	Scion to Chagrin Falls, Parkman, and Garrettsville.....	William Ward.....	637 00	1 45	January 1 to Mar. 31..	Chagrin Falls & Parkman, Ohio.	Inferior service .....		14 35

9170	Somerset to New Lexington....	Orndorff & Rimple.....	600 00	96	Postmaster at Somerset certifies that the road between Somerset and New Lexington was impassable for wagons during the month of January, 1858; therefore remit deduction of \$3 91 for inferior service.			
14613	Bainbridge to Jamestown.....	Jos. B. Bowen .....	136 00		Aug. 1, 1854, to September 28, 1854.			
8983	Springfield to Rockbridge.....	Jas. S. McQuister.....	371 00	359 00	May 25, 1858, postmaster of Springfield certified that it was a mistake in reporting the failure of January 30, 1858; no failure occurred during the quarter, therefore remit deduction of \$3 58.	Bainbridge and New Mayeville, Ind. ....	Failed to perform service on portion of the route.	6 78

## TWO WEEKS ENDING SATURDAY, JUNE 19, 1858.

16	Belgrade to New Sharon.....	Daniel Clarke.....	327 00	52	April 9, 10.....	New Sharon, Me.....	Failed totally on the 9th, and failed to depart on the 10th.	1 56
306	Pittsfield to Alton.....	N. T. Pitman.....	524 00	71	April 9.....	Pittsfield, N. H.....	Failed totally.	1 42
386	Littleton to Lancaster. . . . .	Chephas Brackett.....	74 00	47	From Aug. 13 to 30, 1857, 3 half trips.	On route, N. H.....	Failed to perform service.	1 64
411	Burlington to Vergennes.....	William Love .....	380 00	1 21	May and June, 7 trips.	St. George, Vt.....	Failed to supply.	4 90
463	Benson to Benson Landing.....	N. G. Ladd .....	350 00	56	April 10.....	Benson Landing and West Haven, Vt. ....	Failed totally.	1 12
6983	Springfield to Rockbridge.....	Jos. S. McQuister.....	371 00	3 56			May 25, 1858, postmaster at Springfield certifies that the failure reported on the 3d January was a mistake, no failure occurring during the quarter; therefore remit deduction of \$3 56.	
7768	Natchitoches to Sabinetown....	V. A. Montgomery .....	1,600 00				From July 10, 1855, to August 10, 1855, paid Davis Miller for conveying the mails.....	\$45 00

## FINES AND DEDUCTIONS

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
7768	Natchitoches to Sabalatown.....	V. A. Montgomery.....	\$1,500 00	.....	.....	.....	From August 11 to Sept. 11, 1885, paid Davis Miller for conveying the mails..... \$325 00	.....	.....
7768	.....do.....	.....do.....	1,500 00	.....	.....	.....	From September 14 to Dec. 14, 1885, paid G. W. Small for conveying the 960 00 mails.....	.....	.....
7768	.....do.....	.....do.....	1,500 00	.....	.....	.....	From Dec. 15, 1885, to March 1, 1886, paid G. W. Small for conveying the 930 56 mails.....	.....	.....
7768	.....do.....	.....do.....	1,500 00	.....	.....	.....	This sum having been paid to Messrs. Miller & Small, deduct from contractor, Interior service.....	\$750 56	.....
7768	.....do.....	.....do.....	1,500 00	.....	July 10 to August 10, 1885, Sept. 14, 1885, to Feb. 25, 1886.	On route, La.....	.....	.....	\$750 56
9157	Zanesville to Columbus .....	H. Orndorff .....	1,485 00	\$3 05	.....	.....	A joint resolution of both Houses of Congress, approved June 7, 1888, has been adopted, authorizing and instructing the postmaster general to revise and readjust the account of the department with Henry Orndorff, for mail service on route No. 9157, from Zanesville to Columbus, Ohio, and to allow to said Orndorff full pay for said service, the same as if his bid had been for service six times a week, as required by the advertisement, instead of daily service; therefore remit the deduction for failure, during the quarter ending June 30, 1887, to perform service on Monday, \$325 00.	.....	.....

9157	.....do.....	.....do.....	1,485 00	2 05	.....	.....	For the aforesaid reason re- mit the deduction of \$53 30 for failing to perform Sun- day service during the quarter ending September 30, 1857.	.....	.....
9157	.....do.....	.....do.....	1,485 00	2 05	.....	.....	For the aforesaid reason remit the deduction of \$53 30 for failing to per- form Sunday service dur- ing the quarter ending De- cember 31, 1857.	.....	.....
9157	.....do.....	.....do.....	1,485 00	2 05	.....	.....	For the aforesaid reason remit the deduction of \$53 30 for failing to per- form Sunday service dur- ing the quarter ending March 31, 1858.	.....	.....
9157	.....do.....	George Manville.....	1,485 00	2 05	.....	.....	For the aforesaid reason remit the deduction of \$53 30, from the pay of George Manville, for fail- ing to perform Sunday service during the quarter ending Sept. 30, 1856.	.....	.....
9157	.....do.....	.....do.....	1,485 00	2 05	.....	.....	For the aforesaid reason remit the deduction of \$53 30, from the pay of George Manville, for fail- ing to perform Sunday service during the quarter ending Dec. 31, 1856.	.....	.....
9157	.....do.....	.....do.....	1,485 00	2 05	.....	.....	For the aforesaid reason remit the deduction of \$53 30, from the pay of George Manville, for fail- ing to perform Sunday service during the quarter ending March 31, 1857.	.....	.....

## WEEK ENDING SATURDAY, JUNE 24, 1858.

1059	Catskill to Delhi.....	John B. Houghtaling....	1,528 80	2 45	May, June, 5 times....	Catskill, N. Y.....	Failed to connect.....	6 10	.....
1076	Albany to New Baltimore.....	Lewis Crandell.....	485 00	2 77	April 6.....	New Baltimore, N. Y....	Failed to arrive.....	1 10	77
1081	Guilderland to Carlisle.....	J. H. Webster.....	790 00	1 33	June 11, 12.....	Dunnsaville, N. Y....	Failed to supply.....	.....	.....
1157	Lowville to Indian River.....	Peter Kirby.....	130 00	1 33	March 18.....	Indian River, N. Y....	Failed to arrive.....	.....	1 33
1163	Sageville to Northville.....	Bampeon Holey.....	34 00	1 03	May 26.....	Sageville, N. Y.....	Wet mail.....	.....	.....
1169	Richmondville to Davenport.....	Oregon Root.....	680 00	1 50	April 9, 30.....	Davenport, N. Y.....	Failed to arrive in time.....	1 00	.....
1184	Cherry Valley to Springfield Centre.....	Zenas E. Allen.....	314 00	1 50	May 26.....	Springfield Centre, N. Y.....	.....do.....	.....	50

*Fines imposed on contractors and deductions made from their pay—Continued.*

No.	Termini.	Contractors.	Pay.	Half trip.	Date of delinquency.	Place of delinquency.	Nature of delinquency.	Fines.	Deduct.
1346	New Haven to Mellon's Depot..	L. L. Kinyon .....	\$174 00	\$0 97	May 6 .....	New Haven, N. Y. ....	Wet mail .....	\$0 50	.. ..
1323	Silver Creek to Randolph .....	E. Benjamin W. Cotton .....	625 00	9 52	May 28 .....	Randolph, N. Y. ....	Failed to arrive.....	\$2 50	\$2 50
1325	Dunkirk to Jamestown.....	Warren D. Shaw .....	754 00	1 97	April 28 .....	Dunkirk, N. Y. ....	Failed to connect.....	.. ..	.. ..
1326	Dunkirk to Warren.....	do .....	1,484 00	9 30	June 18 .....	do .....	Wet mail .....	63	.. ..
1328	do .....	do .....	1,484 00	9 30	June 18 .....	do .....	Failed to connect.....	1 00	.. ..
1331	Erie to Little Valley and Jamestown.	do .....	830 00	1 33	May, June, 9 times...	Little Valley, N. Y. ..	Failed to connect.....	1 18	.. ..
1344	Belvidere to Rushford .....	Charles Rounds .....	(pro rate.)	63	April, May 11 times...	Belvidere, N. Y. ....	do .....	3 41	.. ..
6310	Savannah to Philadelphia.....	President Philadelphia and Savannah Steam Navigation Company.	357 00 40 00 (round trip)	30 00	There being an agreement between the contractors and the department that they be paid only for the number of round trips they perform, they are not subject to the deductions made in this case, therefore remit \$40, imposed for failures of March 2 and 16, 1888.				.. ..

*Appendix to the report of fines, deductions, &c., made on contractors from July 1, 1857, to February 13, 1858.*

No.	Terminal.	Contractors.	Pay.	Half trip.	Remarks.
7809	New Orleans to Cairo.....	Eastham, Gaines & Woodburn.	\$350,000 00	\$450 00	<p>Wm. M. Murphy, special agent, reports, February 6, 1856, continued cold weather and unprecedented state of navigation. No company, whether they owned the boats or otherwise, could improve the service until the ice shall disappear.</p> <p>Wm. J. Brown, special agent, January 16, 1856, reports, from Cairo, failures frequent on account of intensely cold weather; in many cases the engines were frozen up on the road; ice running heavily on the Mississippi river from Cairo to Vicksburg an occurrence scarcely ever known before, and impedes the operation of the mails, but the contractors are making every exertion that could be expected, from the condition of the river.</p> <p>Postmaster at Cairo, January 30, 1856, reports, from Cairo, that the contractors have done everything in their power, sparing neither labor nor expense in the prosecution of their contract; but, owing to the running ice and the low stage of the water, few boats would hazard a trip. Reliable citizens, who have resided in this country from fifteen to twenty years, all concur in the statement, that they have never witnessed such formidable impediments to navigation on the Mississippi river, below here, of so long continuance; all the old boatmen make similar statements.</p> <p>Postmaster at Cairo, February 19, 1856, reports that he has not observed the instructions of the department relative to the departure of the mails during the obstructions to navigation occasioned by the ice. Boats had to choose their own time of leaving port; forwarded the mails by first opportunity in every instance—Therefore remit the fines and deductions, by order of the Postmaster General, for failures, for failures to arrive in schedule time, for failures to connect, for failures at intermediate offices, and for inferior service, during the quarter ending March 31, 1856, amounting to \$45,504 73. Reported July 11, 1857.</p> <p>Wm. M. Murphy, special agent, makes oath, May 25, 1857, that the commencement of the third quarter found the river falling rapidly, the Ohio not navigable for large boats, the upper Mississippi scarcely so; New Orleans boats laid up for their usual repairs. Contractors made arrangements for such control over the boats as would enable them to transport the mails irrespective of the want of business; chartered boats at \$1,000 and \$2,000 per month, running them at their own expense. The water continued low all the season, little business done, and the travel was limited. The shipment of the mails seemed the principal object of the contractors; known them to return one of their boats to New Orleans after only an hour or two, and that at a loss of over \$1,000 for the trip.</p> <p>G. A. Phillips makes oath, on the 17th January, 1857, that the expenses of the third quarter exceeded those of any other, the river during the whole time was so low that none but the lightest draught boats could run. All river men concur in saying that the Mississippi was never so low and so dangerous to navigate. The contractors being determined to carry the mails, purchased and chartered boats at a heavy expense and ran them at a heavy loss. The boats chartered, with three exceptions, were at \$2,000 per month. All these boats, with but one exception, met with serious accidents: one, the <i>Empire</i>, was sunk, and proved almost a total loss; the <i>R. W. McRae</i> was snagged, her repairs cost over \$1,000; the <i>Wm. Gavin</i> was seriously injured, repairs cost over \$1,500; the <i>St. Charles</i> seriously injured,</p>
7809	.....do.....	.....do.....	350,000 00	450 00	



## APPENDIX—Continued.

No.	Terminal.	Contractors.	Pay.	Half trip.	Remarks.
	New Orleans to Cairo—Continued.....	Eastham, Gaines & Woodburn—Continued.	.....	.....	repairs cost \$2,500; the <i>Lucy Robinson</i> was snagged, repairs cost \$500; the <i>Belle Sheridan</i> and <i>High Flyer</i> were chartered, but neither could be brought out of the Ohio river in consequence of its falling so rapidly—over \$1,500 were expended to get them out, but to no purpose. In short, nothing in the power of the contractors was left undone to facilitate the prompt delivery of the mails—the expenses of this quarter were about \$55,000.
	.....do.....	.....do.....	\$339,000 00	\$450 68	Postmaster at Cairo, January 19, 1857, reports that during the latter part of July and the months of August and September, the rivers were both at a very low stage, being lower, according to the statements of the oldest and most experienced captains and pilots, than at any previous corresponding season within the past twenty-five years, rendering navigation impracticable for boats of largest size, and quite difficult for those of medium size. The memorial, signed by twenty-three merchants and business men of New Orleans, and by twenty-seven steamboat captains on the Mississippi river, recommend that the contractors be indemnified for all fines and forfeitures imposed by the Postmaster General for failures on their part to make schedule time during the third quarter of 1856; that they know, from their own personal knowledge, that the low water and fogs during said third quarter, rendered it impossible to perform the service any better than it was done—Therefore remit fines and deductions, by order of the Postmaster General, for failures, for failures to arrive in schedule time, for failures to connect, for failures at intermediate offices, and for inferior service, during the quarter ending September 30, 1856, amounting to \$25,799 76. Reported July 11, 1857.
7209	.....do.....	.....do.....	\$339,000 00	\$450 68	G. A. Phillips makes oath, January 17, 1857, that, during October and November, the same scenes and occurrences presented themselves in the history of the mail as the three previous months; the river at times was in a better condition, but the boats had greater obstacles, fogs, to contend against, which, at this season of the year, occur almost nightly. The mails were carried as promptly as the condition of the navigation would permit, and with a heavy outlay.
	.....do.....	.....do.....	.....	.....	Postmaster at Cairo, January 19, 1857, reports that about the middle of December the river became quite low, and has continued receding to the present time.
	.....do.....	.....do.....	.....	.....	Wm. M. Murphy, June 4, 1857, reports that the usual rise in our rivers, which occurs from September 1 to November 1, did not take place in that year, that there was but little improvement upon what it was during the summer season, and that the fogs rendered the navigation more uncertain and unsafe; that the contractors, during the quarter ending December 31, 1856, had more than the usual natural difficulties to contend with, and that they spared neither trouble nor expense in performing the service in good faith—
	.....do.....	.....do.....	.....	.....	Therefore, remit the fines and deductions, by order of the Postmaster General, for failures, for failures to arrive in schedule time, for failures to connect, for failures at intermediate offices, and for inferior service, during the quarter ending December 31, 1856, amounting to \$48,773 70. Reported July 11, 1857.
8205	Americus to Tallahassee.....	Wright, Griffin & Mott.....	6,685 00	15 00	On the 10th June, 1857, contract office curtailed this route, omitting Americus, decreasing the distance ten miles, and reducing the pay \$566, to take effect from December 1, 1856; this change placed Americus on route 6394, which route is unanswerable for the failure and deduction; therefore remit deduction of \$15. Reported July 26, 1857.

1391	Quequehanna Depot to Oneonta.....	H. S. Jervis.....	292 50	93 00	<p>The contractor, it appears, is not required to perform but four-horse coach service between South Bainbridge and Unadilla, residue of the route two-horse coaches; therefore remit deduction of \$12 09. Reported July 25, 1857.</p> <p>It appearing that the arrivals on the dates specified occurred on Monday instead of Sunday, the schedule day, and the contract office having, on July 30, changed the schedule of arrival at Franklin Depot from Sunday to Monday; therefore remit fine of \$13. Reported August 1, 1857.</p> <p>The contractors having commenced service on route and paid for the temporary service employed by the postmaster from May 23 to June 30, 1857, 12 trips; therefore remit deduction of \$55 30. Reported August 15, 1857.</p> <p>Captain Williams, August 15, 1857, produces the oath of the officers of the boat, confirmed by certificate of postmaster at Decatur, stating that the transportation of the mails on the river was suspended on July 4, 1856, on account of low water, and resumed November 19, and upon the full opening of navigation, resumed regular trips on November 22, 1856, and continued until the close of the quarter. F. Drake, clerk of the steamer Fanny Malone, makes oath, that at the commencement of the low water season, in July, 1856, Capt. Williams caused a land conveyance to be arranged for supplying the offices on the route, which, by his contract, he was authorized so to convey the mails in seasons of low water; therefore remit deduction of \$835 70, for quarter ending September 30, 1856. Reported August 28, 1857.</p> <p>Reasons similar to the above; therefore remit deduction of \$835 70, for quarter ending December 31, 1856. Reported August 28, 1857.</p> <p>Deductions having been made for failing to perform the whole trips on the days named in April, May, and June, 1857; therefore remit fine of \$9 50. Reported August 29, 1857.</p> <p>It appears that the <i>pro rata</i> compensation on the branch route is \$6 30; therefore remit deduction of \$8 32. Reported August 29, 1857.</p> <p>Contractors file a paper, signed by assistant postmaster at Jackson, postmasters at Lexington, Grenada, Coffeeville, Oxford, and Holly Springs, and sixty persons living on the route, 7315, stating that since December 28, to February 29, 1857, the roads have been impassable from high waters, mud, and deep cuts; in efforts on the part of contractors could have carried the mails in contract time. The contractors, in order to facilitate the transportation of the mails, entered into an arrangement with the New Orleans, Jackson, and Great Northern Railroad, to convey them. Hon. A. G. Brown states, from the personal knowledge, living in the vicinity of Jackson, that from the effects of the severe weather, the travelling on the railroad was suspended, and attributes this failure to circumstances beyond the control of human agency. Postmaster at Jackson, March 3, 1857, reports that the failures were caused by the impassable state of the roads, and that the contractors made every effort to carry the mail; therefore remit deduction of \$389 70. Reported September 5, 1857.</p> <p>Information has been received from contract office that the service ordered on route twice a week was without exceptions and unsatisfactory to the citizens. Contractor extended service to Woodstock and performed it once a week, and this arrangement was preferred by the citizens; therefore remit deduction of \$17 48. Reported September 19, 1857.</p> <p>The contract was ordered and executed with A. Drury from March 1, 1857; Neilson having abandoned the service on that date. Fine for the month of March should be omitted; therefore remit \$9 of fine. Reported September 19, 1857.</p>
5216	Petersburg to Franklin Depot.....	Wm. C. Nelson.....	650 00	3 13	
6865	Georgetown to Clinton.....	Gatewood, Gatewood & Smith.....	719 00	2 30	
7659	Chattanooga to Decatur.....	James Williams, president.....	8,357 00	26 78	
7659	.....do.....	.....do.....	8,357 00	26 78	
7107	Tuscaloosa to Jasper.....	D. M. Compton.....	385 00	1 85	<p>Contractors file a paper, signed by assistant postmaster at Jackson, postmasters at Lexington, Grenada, Coffeeville, Oxford, and Holly Springs, and sixty persons living on the route, 7315, stating that since December 28, to February 29, 1857, the roads have been impassable from high waters, mud, and deep cuts; in efforts on the part of contractors could have carried the mails in contract time. The contractors, in order to facilitate the transportation of the mails, entered into an arrangement with the New Orleans, Jackson, and Great Northern Railroad, to convey them. Hon. A. G. Brown states, from the personal knowledge, living in the vicinity of Jackson, that from the effects of the severe weather, the travelling on the railroad was suspended, and attributes this failure to circumstances beyond the control of human agency. Postmaster at Jackson, March 3, 1857, reports that the failures were caused by the impassable state of the roads, and that the contractors made every effort to carry the mail; therefore remit deduction of \$389 70. Reported September 5, 1857.</p> <p>Information has been received from contract office that the service ordered on route twice a week was without exceptions and unsatisfactory to the citizens. Contractor extended service to Woodstock and performed it once a week, and this arrangement was preferred by the citizens; therefore remit deduction of \$17 48. Reported September 19, 1857.</p> <p>The contract was ordered and executed with A. Drury from March 1, 1857; Neilson having abandoned the service on that date. Fine for the month of March should be omitted; therefore remit \$9 of fine. Reported September 19, 1857.</p>
3183	Wyalusing to Sugar Run.....	H. Knapp.....	649 50	2 08	
7315	Quanton to La Grange.....	L. & J. A. Sims.....	15,900 00	21 65	
9073	Millbrook to Moorland.....	Samuel S. Moore.....	49 00	53	<p>Contractors file a paper, signed by assistant postmaster at Jackson, postmasters at Lexington, Grenada, Coffeeville, Oxford, and Holly Springs, and sixty persons living on the route, 7315, stating that since December 28, to February 29, 1857, the roads have been impassable from high waters, mud, and deep cuts; in efforts on the part of contractors could have carried the mails in contract time. The contractors, in order to facilitate the transportation of the mails, entered into an arrangement with the New Orleans, Jackson, and Great Northern Railroad, to convey them. Hon. A. G. Brown states, from the personal knowledge, living in the vicinity of Jackson, that from the effects of the severe weather, the travelling on the railroad was suspended, and attributes this failure to circumstances beyond the control of human agency. Postmaster at Jackson, March 3, 1857, reports that the failures were caused by the impassable state of the roads, and that the contractors made every effort to carry the mail; therefore remit deduction of \$389 70. Reported September 5, 1857.</p> <p>Information has been received from contract office that the service ordered on route twice a week was without exceptions and unsatisfactory to the citizens. Contractor extended service to Woodstock and performed it once a week, and this arrangement was preferred by the citizens; therefore remit deduction of \$17 48. Reported September 19, 1857.</p> <p>The contract was ordered and executed with A. Drury from March 1, 1857; Neilson having abandoned the service on that date. Fine for the month of March should be omitted; therefore remit \$9 of fine. Reported September 19, 1857.</p>
12540	Brighton to Jacksonville.....	Benj. Nelson.....	800 00	3 84	

## APPENDIX—Continued.

No.	Termini.	Contractors.	Pay.	Half trip.	Remarks.
4973	Norfolk to Baltimore.....	President Baltimore Steam Packet Co.	\$16,500 00	\$8 44	George S. Allen, route agent, certifies that the mail was not delivered on the 9th, 11th, 13th, 16th, 18th, 20th, 23d, and 25th of March to company, that the company chartered several boats and did all in their power to render the service regular, but owing to a combination of adverse circumstances it was impossible to transmit the mails regularly. The boats chartered in March proved too slow, and the mails were transported by the way of Weldon and Richmond; therefore remit deduction of \$211 52. Reported October 3, 1857.
4973	.....do.....	.....do.....	16,500 00	26 44	Reasons similar to the above; therefore remit deduction of \$211 52. Reported October 3, 1857.
7391	Raleigh to Augusta.....	Thomas J. Welborne.....	1,363 00	6 55	Postmaster at Ellenville, March 31, 1857, certifies that the failures in January and February were caused by high waters and deep slough in Leaf River swamp. The mail went 27 miles and was compelled to return. He also certifies that the excuses for the failures were forwarded in February last, which did not reach the department; therefore remit deduction of \$36 20. Reported November 7, 1857.
7391	.....do.....	.....do.....	1,363 00	6 55	Postmaster at Ellenville, July 10, 1857, certifies that the failures in January, at Augusta, were caused by high water in Rocky and Bear creeks, and the bridges swept away by flood. Every effort was made by contractors, and mail carried as far as Rocky creek. Excuses for failures were forwarded in February last, but did not reach the department; therefore remit deduction of \$36 20. Reported November 7, 1857.
7738	Harrisonburg to Natchez.....	Thomas M. Morris.....	3,900 00	6 25	Postmaster at Natchez, having misunderstood the instructions from the contract office, permitted and directed the contractor to carry the mail by schedule, which delayed his arrival at Harrisonburg, thereby breaking connexion; therefore remit fine of \$7 50. Reported November 7, 1857.
7738	.....do.....	.....do.....	3,900 00	6 25	Reason similar to the above; therefore remit fine of \$19 50. Reported November 7, 1857.
7803	San Augustine to Marshall.....	Joseph T. Palmer.....	1,973 00	6 34	The contractor was fined for failure August 13, and again fined, by mistake, for same failure, October 1, 1857; therefore remit fine of \$21 50. Reported November 31, 1857.
7193	Mount Vernon to Mobile.....	E. B. Barnett.....	700 00	2 34	Postmaster at Mobile excuses the failure on account of the darkness of the night, and unsafe condition of the ferry, the creek being considerably swollen, and recommends its remission; therefore remit fine of 50 cents. Reported November 30, 1857.
8400	Jackson to Boonville.....	W. N. Rice.....	147 00	1 41	Postmaster at Boonville certifies that the contractor was prepared to carry the mails, but was prevented by want of mail bags; therefore remit deduction of \$22 56. Reported December 3, 1857.
8408	Fort Dodge to Sioux City.....	E. B. Alvord.....	1,500 00	14 48	Postmaster at Sioux City certifies that the contractor carried the mails regularly until prevented by heavy snow drifts, and resumed service as soon as the snow disappeared. Postmaster at Fort Dodge certifies that the contractor used every exertion to forward the mails; heavy snows prevented the mail from going; all intercourse was cut off; service resumed as soon as the snow disappeared; therefore remit deduction of \$278. 15. Reported December 17, 1857.
8507	Knoxville to Kingston.....	W. P. Lowrey.....	225 00	2 16	Postmaster at Knoxville, December 15, 1857, reports that he was mistaken about the mail and that the contractor on route No. 8501; therefore remit fine of \$1 50. Reported December 26, 1857.

13755	Darlington to Reelford.....	W. C. Armstrong.....	674 70	6 48	Postmaster at Darlington certifies that the failure of April 9, 1857, duly reported, was an error; no failure occurred; therefore remit deduction of \$6 48. Reported January 9, 1858.
7751	Monroe to St. Joseph's.....	E. A. Phelps.....	880 00	8 46	Alfred Norrie, mail carrier, certifies that the failures were caused by high water at Lake Lafouch, and that certificates were forwarded to the department at that time; therefore remit deduction of \$2 30. Reported January 25, 1858.
7751	.....do.....	.....do.....	880 00	8 46	John Johnson, mail carrier, certifies that the failure in December, 1856, was caused by high water at Lake Lafouch, and that certificates were forwarded to the department at the time; therefore remit deduction of \$8 46. Reported January 25, 1858.
6012	Kingville to Augusta.....	President South Carolina Railroad Company.....	51,000 00	8 73	Satisfactory evidence has been received at the department that the failure of December 25, 1857, was caused by derangement of the machinery; therefore remit deduction of \$8 73. Reported February 6, 1858.
6012	.....do.....	.....do.....	51,000 00	8 73	Satisfactory evidence has been received at the department that the failure of November 17, 1857, was caused by the breaking of freight-train; therefore remit fine of \$4 36. Reported February 6, 1858.
1196	Clayville to West Winfield.....	Z. E. Allen.....	323 00	51	Postmaster at West Winfield certifies that he made an error in reporting the failure of November 6, 1857, as occurring on route No. 1195, instead of route No. 1197; therefore remit fine of 51 cents. Reported February 13, 1858.
6069	Hamburg to Augusta.....	H. W. Kennedy.....	150 00	50	Permission having been given to contractor by contract office to omit the Sunday trip, therefore remit fine of 50 cents. Reported February 13, 1858.
9110	Cleveland to Toledo.....	President Cleveland & Toledo Railroad Company.....	92,000 00	17 62	Postmaster General being satisfied that the public service has not materially suffered by the omission of the railroad company to perform full service from October 18 to December 31, 1857; therefore remit deduction of \$1,06 50. Reported February 13, 1858.
7924	Greenwood to Mount Enterprise.....	Paul A. Swink.....	980 00	4 71	Carrier makes oath that the failures in December were occasioned by high water in Big creek; therefore remit fine of \$3 51. Reported February 13, 1858.



RE-EXAMINATION OF SETTLEMENTS HERETOFORE MADE.

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LETTER

FROM THE



SECRETARY OF THE TREASURY,

COMMUNICATING

*A report in regard to the re-opening and re-examining settlements heretofore made.*

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JANUARY 11, 1859.—Laid upon the table and ordered to be printed.

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TREASURY DEPARTMENT,  
*January 8, 1859.*

SIR: The 9th section of the act making appropriations for sundry civil expenses of the government for the year ending June 30, 1859, approved June 12, 1858, requires the Secretary of the Treasury to report all applications made by the constituted authorities of the States and cities for the re-opening and re-examination of the settlements heretofore made with such States and cities, and report the principle of re-adjustment on which such claim is based, and the amount thereof, to Congress at its next session.

I have the honor to transmit herewith the report of the Second Auditor of the 30th October last, and of the Third Auditor of the 15th ultimo, in regard to such claims, which arose during the war of 1812 with Great Britain, to which his computations have been confined for the reasons therein stated.

Very respectfully, your obedient servant,

HOWELL COBB,  
*Secretary of the Treasury.*

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

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TREASURY DEPARTMENT,  
*Second Auditor's Office, October 30, 1858.*

SIR: In reply to your communication of the 19th instant, requesting this office to prepare and furnish a report showing the effect of

re-opening and re-examining the settlements heretofore made in this office upon the principle of adjustment, as now claimed in favor of States and cities, in order that you may be enabled to report to Congress, so far as this office is concerned, the gross amount that will be required to pay such claims; and referring my attention to the 9th section of the act of June 12, 1858, I have the honor to report that there has not been made to this office any application, nor has any been referred to it, such as is described in said 9th section.

But understanding that the design of the framer of said section was to ascertain, by actual computation, the amount which would be required to pay to the several States and cities which have had interest accounts settled and paid to them by the United States, on moneys advanced or expended by them for the use of the United States, under a mode of computation different from that which has heretofore prevailed in the departments, I have caused an examination to be made of all interest accounts settled in this office between the United States and the several States, and find that the rule of casting interest has been, with one exception, that of the State of Alabama, to compute interest on the sum advanced by the State from the date of advancement up to the time of refunding to the State by the United States any portion of the sum advanced, deduct the sum refunded from the advancement, and then compute interest on the balance, and so on until the final payment of the principal. The aggregate of the interest column so computed has been the amount of interest paid; and this mode of computing interest seems to have been coeval with the organization of the government, as exhibited in the veto message of President Andrew Jackson, December 6, 1832, on bill entitled, "An act providing for the final settlement of the claims of States for interest on advances to the United States made during the last war."

The new contemplated method of computing interest is understood to be thus: to compute interest on the sum advanced up to the time of any payment, and then deduct the interest from the payment, and apply the balance to the extinguishment of the principal, and so on, except in those instances where the interest is found to exceed the payment. In cases of that kind, cast the interest on the principal up to the next succeeding payment, or until the payment will exceed the interest, and then deduct the interest from the payment.

By re-opening the interest accounts settled in this office, and re-stating them upon this latter method of computation, the aggregate sum of \$55,930 80 will be required, and will be due to the several States noted in the enclosed statement. This calculation is based upon the payment of simple interest on the sums advanced.

This office has no data upon which to base any calculation of the payment of extra interest, either in the form of discounts upon State securities sold, or premiums advanced, to procure funds or money by the States. All of which is respectfully submitted.

I have the honor to remain, very respectfully,

T. J. D. FULLER,  
*Second Auditor.*

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

*Statement showing the amount required to be paid to sundry States, provided the accounts are re-opened and interest is calculated on the principle laid down in section 12th of the act of March 3, 1857, in the settlement of the account with the State of Maryland.*

States.	Amount.
Maine .....	\$21, 223 92
Virginia .....	2, 463 85
Tennessee .....	1, 411 78
Georgia .....	30, 831 25
Total .....	55, 930 80

TREASURY DEPARTMENT,  
*Third Auditor's Office, December 15, 1858.*

SIR: I have the honor to submit the following report, showing the effect of re-opening and re-adjusting, on certain principles, the claims of various States and cities, heretofore settled in this office, "for interest on moneys borrowed and actually expended" by them for the use and benefit of the United States during the late war with Great Britain, that you may communicate the same to Congress, agreeably to the 9th section of "An act making appropriations for sundry civil expenses of the government for the year ending the thirtieth of June, eighteen hundred and fifty-nine," approved June 12, 1858.

The said section directs that the Secretary of the Treasury "report to Congress, at its next regular session, all applications made by the constituted authorities of the States and cities for the re-opening and re-examination of the settlements heretofore made with such States and cities, and report the principle of re-adjustment upon which such claim is based, and the amount thereof. And the Secretary of the Treasury is further instructed to report to Congress, at its next regular session, the gross amount that will be required to pay such claim to the States and cities of the United States."

The only application made by the constituted authorities of States or cities for the re-opening and re-examination as above is from the State of South Carolina, referred by you to this office on the 19th October last. It appears that the total amount expended by South Carolina for military stores for the use and benefit of the United States, and on account of her militia, during the war of 1812, was \$232,722 20. This amount has been refunded in full. There has also been paid to the State of South Carolina, as interest thereon, the sum of \$125,475 04, said payments having been made under an act of Congress approved March 22, 1832.—(Vol. 4, page 499.) And yet it would appear that the effect of re-opening and re-adjusting the claim of South Carolina, computing upon the principle adopted in the case of the State of Maryland, would be to find a balance due on



31st October, 1831, of \$78,996 41, and interest added upon that sum until 31st October, 1858, would make an aggregate balance due the State of \$202,230 90.

As before remarked, no application has been filed on behalf of any other State, nor of any cities, or other authorities; but as the act requires that you "report the principle of re-adjustments upon which such claim is based," and you request me to report the "gross amount required to pay such claim," upon such re-adjustment, I proceed to state the result of my investigations, as follows:

It appears that, during the war of 1812, various States and cities made advances—in some cases by loans made, and in others from moneys in their treasuries—on account of the militia forces, and in aid of the prosecution of the war. These expenditures, although not shown to have been made at the request of the general government, were held to have been made from patriotic motives, and to have been "for the use and benefit of the United States." Accordingly, at the conclusion of the war, provision was made by law for reimbursing the States, &c., that had made such advances. At a later period provision was also made for payment of interest in certain cases. Where the moneys so advanced had been taken out of the State treasury and applied to the public service it does not appear that any interest was paid by the United States, so far as I have been able to find, except in the case of South Carolina; and the act providing for payment of interest to her expressly recites: "the money so expended having been drawn by the State from a fund upon which she was then receiving interest."

The first of the acts for the payment of interest was approved on the 3d March, 1825, (volume 4, page 132,) being "An act authorizing the payment of interest due to the State of Virginia," and provides as follows: "That the proper accounting officers of the Treasury Department be, and they are hereby, authorized and directed to liquidate and settle the claim of the State of Virginia against the United States for interest upon loans, or moneys borrowed and actually expended by her, for the use and benefit of the United States, during the late war with Great Britain." "That, in ascertaining the amount of interest, as aforesaid, due to the State of Virginia, the following rules shall be understood as applicable to and governing the case, to wit: First. That interest shall not be computed on any sum which Virginia has not expended for the use and benefit of the United States, as evidenced by the amount refunded or repaid to Virginia by the United States. Second. That no interest shall be paid on any sum on which she has not paid interest. Third. That when the principal, or any part of it, has been paid or refunded by the United States, or money placed in the hands of Virginia for that purpose, the interest on the sum or sums so paid or refunded shall cease, and not be considered as chargeable to the United States any longer than up to the time of repayment, as aforesaid."

This act, before being executed by the accounting officers of the treasury, was referred to the Attorney General, Mr. Wirt, for his opinion thereon. Subsequently settlements were made, and payments

of interest, to the amount of \$178,480 11, were made to the State of Virginia, the total amount of advances made by her being \$1,782,330 20, as evidenced by former settlements and repayments. The principle adopted in this settlement, and as laid down in the rules prescribed in the act, cannot be more clearly stated than was done by the Attorney General in the following extract from his opinion:

"The leading idea is, manifestly, that Virginia has had to pay interest on moneys borrowed on account of advances for the use and benefit of the United States during the late war; that however reasonable it might be to refuse interest to a State who had made such advances out of her own treasury, and who, although she had lost the interest on such advances had paid none, yet that where a State's advances for the United States had actually subjected her to the payment of interest on account of loans which she had been forced to make by reason of such advances, it was but reasonable that she should be reimbursed the interest which she had been thus obliged actually to pay."

Upon this principle Virginia was reimbursed the interest which she had *actually paid*. She did not seek or claim to occupy the position of a creditor demanding interest as compensation or damages for moneys due and withheld, to be computed according to strictly legal rules, as between debtor and creditor in ordinary cases, in the calculation of the interest as well as the application of the payments, first, to the liquidation of interest already accrued, and the excess only, if any, to be principal. All that was then desired was to be saved harmless, that the general government should reimburse to her the interest she had actually paid. In other words, the mode of settlement and computation now claimed assumes that the interest was payable, as of course, on the advances made from the time of such advances; that the repayment, or refundments, made by the United States after the close of the war of the principal sums advanced shall not be considered as payments on the *principal*, but that interest shall be calculated on such advances up to the time of the payment and it first applied to the liquidation of the accrued interest, the excess only, if any, to be applied to the reduction of principal. This mode, it will be readily perceived, necessarily leaves a balance of *principal* unpaid at the time when the various acts were passed for the payment of interest, with additional accrued interest thereon for years, as the first of these acts providing for the payment of interest was passed in 1826, and interest on such sums is claimed *until the present time*.

This, in brief, is the distinction between the mode adopted in the settlement made with Virginia and other States, as will presently appear, and that more recently adopted in the case of the State of Maryland, and now claimed by the State of South Carolina. Applying, therefore, this latter mode of computation to the case of the State of Virginia, it appears that on the 14th of July, 1829, a balance would be due to her of \$734,069 60, and interest added on that sum till the 1st of January, 1859, would make an aggregate of \$1,076,683 35. On the 13th of May, 1826, an act was passed

"authorizing the payment of interest due to the State of Maryland," being an exact transcript of the one passed in the case of Virginia, except in the change of names, and upon settlement the sum of \$52,552 85 was allowed and paid; the principal sums advanced by Maryland for the use and benefit of the United States, as evidenced by the amount refunded or repaid to her, being \$290,051 03. In the settlement under this act, however, a difference of opinion arose between the accounting officers and the authorities of the State of Maryland as to whether she was entitled to interest on certain sums which had been borrowed by her, and paid by the sale of certain interest-bearing stocks after the time of the payment as aforesaid. By section 12 of the "Act making appropriations for certain civil expenses of the government for the year ending June 30, 1855," approved March 3, 1857, a re-examination and re-adjustment of the account of the State of Maryland was directed to be made; and it was further provided that in the calculation of interest the following rules should be observed: "Interest shall be calculated up to the time of any payment made. To this interest the payment shall be first applied, and if it exceed the interest due, the balance shall be applied to diminish the principal; if the payment fall short of the interest, the balance of interest shall not be added to the principal so as to produce interest. Second. Interest shall be allowed the State of Maryland on such sums only on which the said State either paid interest, or lost interest by the transfer of an interest-bearing fund." The opinion of the Attorney General was had as to the proper construction of this act, and upon it a settlement was made by which a further sum of \$275,770 23 was allowed and paid to the State of Maryland. She has, therefore, no further claim against the United States."

On the 20th of May, 1826, an act was passed "authorizing the payment of interest to the State of Delaware," (vol. 4. page 175,) precisely similar in its provisions to the act for payment of interest to Virginia, and prescribing the same rules. Under this act the sum of \$6,530 was paid to the State of Delaware, the sum of \$34,545 72 having been advanced by her, and refunded by the United States. Applying the rules for computation of interest, as laid down in the last recited act in the case of Maryland, there would appear to be a balance due, December 26, 1826, of \$6,341 99; and interest thereon till January 1, 1859, would make \$18,540 97.

On the 22d of May, 1826, an act was passed "authorizing the payment of interest due to the State of New York," under the same rules and restrictions as had been prescribed in the case of Virginia, and upon a settlement made thereon the sum of \$40,624 86 was allowed and paid. The total advances made by New York, as evidenced by refundments made by the United States, was \$123,561 36. Applying the principle of computation prescribed in the act of 1857, in the case of Maryland, a balance would appear to be due to the State of New York, on the 26th of October, 1826, of \$27,361 81; and the interest on that sum until the 26th of October, 1858, would make the amount now due \$48,896 21.

On the 3d of March, 1827, an act was passed "authorizing the

payment of interest to the State of Pennsylvania," (vol. 4, page 241,) prescribing the same rules as the before recited acts, and the sum of \$40,264 86 allowed and paid, the principal sums advanced and previously repaid by the United States amounting to \$292,112 48. Applying the principle of computation as laid down in the last act in the case of Maryland, a balance would appear to be due to Pennsylvania of principal, on the 20th of August, 1824, of \$71,411 19, and \$28,560 15 of interest; and after deducting certain payments subsequently made, and computing the interest till the 1st of January, 1859, there would appear to be a total balance in favor of Pennsylvania of \$218,507 71.

On the 20th of May, 1826, an act was passed "authorizing the payment of interest to the city of Baltimore," (vol. 4, page 177,) prescribing the same rules, and the sum of \$21,710 25 was allowed and paid, the principal sums advanced and previously repaid amounting to \$38,630 94. By restating the account as above, a balance of principal would appear on the 15th of August, 1826, of \$8,027 55, and interest on that sum till the 1st of January, 1859, would make a balance in favor of the city of Baltimore of \$23,662 55.

It is proper to state that payments appear to have been made to various other States for claims arising out of the war of 1812, and for advances made by them, such as for services of militia, munitions of war, &c., on which no interest was authorized by the acts directing their payment. In all such cases no interest has been allowed and paid. I have not thought it necessary to go into a revision of these settlements, as I understand the call for information to relate only to those which have received interest, and the effect of reopening and readjustment of those accounts upon principles of computation different from these laid down in the acts under which the settlements were originally made.

I have therefore to report the gross amount required to pay such claims on readjustment of the accounts of States and cities for interest on sums advanced during the war of 1812, on the principle of computation and application of payments, herein before indicated, at \$1,588,521 69.

It has been suggested that the call for information is not confined to claims arising out of the war of 1812, but may embrace all settlements made at any period prior or subsequent to said war, where interest has been, or might properly be, allowed. There have been, since the organization of the government, many such claims allowed and paid growing out of various Indian wars and the Mexican war. To refer to every settlement of this description and investigate the principle of computation adopted in each case—for there has been no uniform rule observed, each case being settled according to the language of the act authorizing and directing the settlement—revising and readjusting the same, would require the withholding this report for considerable time yet. I have therefore thought best to communicate the result of my investigations so far, and if it is desired that the investigation be extended, it can be made the subject matter of another report.

I have referred, however, to some of the acts passed at a late period, and find that where provision was made for payment of interest no special rules of computation were prescribed. In these cases interest, of course, was calculated in the ordinary way, and a revision and readjustment would, therefore, not change the settlements heretofore made.

Respectfully submitted.

R. J. ATKINSON,  
*Third Auditor.*

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

#### RECAPITULATION.

Due South Carolina, on readjustment.....	\$202,230 90
Due Virginia.....	1,076,683 35
Due Delaware.....	18,540 97
Due New York.....	48,896 21
Due Pennsylvania .....	218,507 71
Due City of Baltimore .....	23,662 55
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	1,588,521 69
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## INTERNATIONAL COINAGE.

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### LETTER

FROM THE

### SECRETARY OF THE TREASURY,

TRANSMITTING

*The report of Professor Alexander in regard to the relative value of the coinage of the United States and Great Britain.*

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JANUARY 11, 1859.—Laid upon the table and ordered to be printed.

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TREASURY DEPARTMENT,  
January 6, 1859.

SIR: In my annual report of December 8, 1857, I stated that "in accordance with the authority vested in the Secretary of the Treasury by the joint resolution approved February 26, 1857, to provide for ascertaining the relative value of the coinage of the United States and Great Britain, and fixing the relative value of the unitary coins of the two countries, I appointed Professor J. H. Alexander, of Baltimore, commissioner to confer with the proper functionaries in Great Britain in relation to some plan or plans of so mutually arranging, on the decimal basis, the coinage of the two countries, as that the respective units shall hereafter be easily and exactly commensurable. Professor Alexander is now in London, and I expect the result of his mission will be embodied in a statement and report from him at an early day, which will be laid before Congress as soon as received."

At that time an earlier report was anticipated from Professor Alexander. It has, however, only been received on the 24th ultimo, since the adjournment of Congress, and is now transmitted for such action as may be deemed advisable. The report of Professor Alexander is not as encouraging as I had hoped it would be, though with the limited power conferred upon him no certain and fixed policy could have been adopted. It is for Congress to say what additional steps shall be taken, and to what extent discretionary power on the subject shall be given to any agent or commission which they may authorize.

I also transmit the instructions to Professor Alexander and his correspondence with the department.

I am, very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

HON. JAMES L. ORR.  
*Speaker of the House of Representatives.*

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TREASURY DEPARTMENT,  
September 17, 1857.

SIR: To your commission on the subject of international coinage the department desires to subjoin the following instructions:

1. You are authorized to proceed, with all convenient despatch, to London, there to hold the conferences with the proper authorities, contemplated in the resolution of Congress under which you have been appointed.

2. In order to facilitate these a suitable letter will be procured from the State Department, addressed to our ambassador in London, and requesting him to render you any and all assistance in his power.

3. Care will, of course, be taken in these conferences to have it understood that the resolution under which you are acting is one of inquiry, and to avoid any committal of this government in the premises.

4. And, as the recognition of the principle of internationality in coinage is, in the present state of the subject, of chief importance, the department relies upon your not suffering any possible prepossession of your own, in favor of any particular plan or method, to interfere with your obtaining the most thorough information as to the views and tendencies in Great Britain in regard to said principle, irrespective of the particular mode of its realization.

5. Even if your negotiations should fail otherwise, the department would be content, at present, if they lead to an expression of a determination on the part of Great Britain not to introduce any alterations in the coinage without giving this government an opportunity of being advised thereon; a determination which is involved on the part of this government by implication in the resolution under which the department is now acting.

6. The department does not, of course, assign any period for the final report of what you may have been able to ascertain or accomplish. For your not being deficient in due diligence reliance is placed upon the earnestness which you have hitherto manifested in the subject. At the same time, it is desirable that the department may be kept informed from time to time, and especially, that it be in possession of a report of progress in time for the annual message of the Executive to Congress.

7. The practical limit set to the duration of your function is applied by the appropriation, which appears ample for the purpose in view, and which cannot, under any circumstances, be exceeded.

8. It is not in the power of the department to place at your disposal, beforehand, any part of your compensation ; the act of January 30, 1823, expressly prohibiting any advance of public money in such cases, and providing that payments shall not exceed the value of the service rendered, or articles delivered, previously to such payment. It will therefore be necessary that you render an account for settlement by the proper accounting officers before anything can be paid for your compensation.

9. In this account you may charge the actual expense of your passage to and from Europe, and ten dollars each day from the date of your appointment until your return, to cover all other expenses and compensation. This per diem will not be allowed beyond the last day of December next.

Very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

Professor J. H. ALEXANDER,  
*Commissioner, &c.*

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LONDON, *July 7, 1858.*

SIR: I have not had the honor of addressing you since some time, as I did not wish to trouble the department with despatches that would only cumber its files without adding materially to its information. Now, however, that a formal step has been taken by her Majesty's government in reference to the question which I was charged to ask, I lose no time in its communication.

Hitherto I presume that questions of more urgency for decision, and the disarrangements consequent upon the in-coming of a new ministry, have contributed to delay the suitable consideration of this one ; but at length it has been officially referred by the lords of the treasury to the master of the royal mint for opinion and report, and I have been requested to confer with that functionary.

My impressions are that said report, when made, will be in accordance with my wishes, but the period of our final conference, and of its return, has been postponed until the 1st of September, on the suggestion of the master of the mint, and for reasons which were quite satisfactory to me.

Assuming my impressions as to the character of said report to be correct, the question will then come up, on its recommendation, before her Majesty's council, of which the master of the mint is no longer a member ; and this will not occur, most likely, until near to or after 30th September proximo, thus rendering expedient a continuation of the commission under which I now act.

It is hardly necessary for me to say that such continuation need not be accompanied by any further drafts on the appropriation after said 30th September ; the very liberal manner in which you, sir, were pleased last summer to construe an imperfect law making me less disposed than ever to raise any question as to compensation or expenses.



I have then to suggest that I be instructed as to the extension of my present commission until the 1st of March, 1859, a date shortly after the meeting of Parliament, or such other day as you may deem most proper; but without any power of drawing upon the treasury, as under your instructions heretofore.

I have the honor, sir, to offer the assurances of my profound respect and to remain your obedient servant,

J. H. ALEXANDER.

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

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TREASURY DEPARTMENT, *July 26, 1858.*

SIR: Your letter of the 7th instant, requesting an extension of your commission, for the reasons and to the period therein stated, has been received. I assent to such extension under the express conditions that the aggregate expenses of every description shall, in no contingency, exceed the amount appropriated and placed by law under the control of this department for the purpose in question.

Very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

J. H. ALEXANDER, Esq., *London.*

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LONDON, *Friday, October 8, 1858.*

SIR: I had the honor of duly receiving your communication of July 26, assenting to the extension of my commission. To the conditions coupled with such assent I need hardly say I agree *ex animo*.

In my last letter I advised of the subject in charge having been referred by the lords commissioners of her Majesty's treasury to the master of the royal mint for a report. This functionary has just exhibited to me the document prepared for submission, whose tenor is, as I anticipated, entirely favorable to the object contemplated and in whose recommendations I could not do otherwise than agree.

In the course of the interviews which we had had, the master of the mint asked for a specific plan of accomplishing the aim in view; and, in conformity with my instructions, I could only inform him that I was not authorized to present any plan to which my government could be considered or at all committed, and that my commission extended no further than to ascertain how far the principle of international coinage would be acceptable to the British government. Accordingly, a principal recommendation in the document referred to is that the United States government be invited to indicate such plan to be made the basis of further treatment.

In an interview held with the Secretary of the Treasury, to whom the document was addressed, day before yesterday, he informed me that the shortness of time since its being handed in, and other pressing

engagements, had not allowed of its being yet taken up, but that he would communicate with me thereupon in a few days. Such is the general position of the affairs.

In view of the uncertainties which always attend the prompt acceptance of important changes of any kind, and, especially, considering the singularly unstable and precarious tenure of the present ministry, I forbear to express any opinion as to the conclusion at which they may arrive.

Assuming it to be in accordance with the opinion and recommendations that have been laid before them, it will be obvious that I can proceed no further without additional instructions. Of course I do not ask for these at present, but only hasten to indicate the probability of their being required.

Before the coming week shall have expired I hope to be able to communicate something more definite, meanwhile—

I have the honor to remain, sir, with perfect respect,

J. H. ALEXANDER.

The Hon. SECRETARY OF THE TREASURY.

FOREIGN OFFICE, *November 25, 1858.*

SIR: I have the honor to acquaint you that her Majesty's government have given the fullest consideration to the matters which you have brought before them, in execution of the instructions with which you were charged by the President of the United States, to confer with the proper authorities of this country "in relation to some plan or plans of so mutually arranging the coinage of the two countries (Great Britain and the United States) as that the respective units shall be hereafter easily and exactly commensurable;" and I have now to state to you that although her Majesty's government are not prepared themselves to invite a conference with reference to a project which could not be carried out without parliamentary sanction, and which has not hitherto engaged the attention of the British public, or been discussed in Parliament, yet they would be very unwilling to throw any impediment in the way of a full discussion with a commissioner deputed by the United States of a subject which, as affecting the mutual interests of the two countries, must necessarily engage their lively attention.

I have, accordingly, the honor to inform you that her Majesty's government will be prepared to consider and confer with you on any proposal which you may be instructed to submit to them in behalf of the government of the United States.

I have the honor to be, sir, your most obedient humble servant,  
MALMSBURY.

Professor ALEXANDER, &c., &c.

NEW YORK, *December 13, 1858,*  
(*Monday morning.*)

SIR: I have the honor of communicating the fact of my arrival here last night, in the steamer *Persia*, bearing a reply of her Britannic Majesty's government in regard to the matter placed in my charge, whose substance will, I hope, be satisfactory and agreeable to you.

Proposing to leave here to-morrow morning, on my way south, and to reach Baltimore, at the latest, on Thursday next, I shall have the honor of waiting upon you at the Treasury Department as soon after said day as you may signify to me that it will be agreeable to you for me so to do. And in the meantime, I remain, with great respect,

Your servant,

J. H. ALEXANDER.

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

BALTIMORE, *December 18, 1858.*

SIR: I had this honor on the 13th instant at New York, and acknowledge the receipt just now of your communication of October 21, touching the last draft of mine, which was sent in the ordinary course, and about which I know nothing further.

The views expressed in your communication are quite satisfactory to me; and I am perfectly content to abide the action of the department, whose approval I estimate much higher than the value of the draft in question.

The final report referred to is quite ready to be made, and I only deferred writing it until I could have the benefit of your advice or instruction as to the form in which you preferred its being presented. It was to this end that I ventured to trouble you with a letter from New York, the reply to which I have been and am awaiting.

I have the honor to remain, with entire respect, your servant,

J. H. ALEXANDER.

Hon. SECRETARY OF THE TREASURY.

TREASURY DEPARTMENT,  
*December 20, 1858.*

SIR: Your letter of the 18th instant is received to-day, stating that your final report is quite ready to be made, and that you have deferred writing it until you can have the benefit of my advice or instruction as to the form.

The joint resolution requires the result of the conferences with the proper functionaries of Great Britain to be embodied in a statement and report, to be laid before Congress. What facts you have obtained which should be so embodied is a matter within your own knowledge,

and any statement of your doings which you may think proper to make should be addressed to the Secretary of the Treasury, to be reported to Congress, as desired. It strikes me that the form is not material as long as the facts and results are distinctly set forth.

Very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

J. H. ALEXANDER,  
*Baltimore, Maryland.*

BALTIMORE, *December 23, 1858.*

SIR: I have the honor herewith to present the report, for Congress, of the result of divers conferences held by me with functionaries of her Britannic Majesty's government, in virtue of the commission with which you were pleased to charge me, under a joint resolution of Congress, contemplating the introduction of some plan for the symmetrization of British and American coinage.

This result has been longer of attainment than was agreeable either to my arrangements or to my hopes, yet, although it is not, of course, in my concern to explain a delay which was not caused or contributed to by myself, it is only just to say that the negotiation was entered upon at a period which happened to be peculiarly inopportune.

I reached London about the 1st of November, 1857, when the native rebellions and Sepoy troubles in British India were verging towards their culmination, bringing with them indications, as was supposed, of terrible significance, when a nation, unaccustomed to discomfiture, had the additional mortification of tracing its reverses to unhappy combinations among those who had been its beneficiaries, and ought to have been its friends, and when the pressure of public calamity was aggravated by the feeling of private anxieties and the selfishness of individual grief. Under such circumstances, I could hardly be surprised at the cold response to my inquiries by the chancellor of the exchequer, which, in fact, did no more than admit the interest which the topic, thus introduced, ought to inspire at a more fortunate epoch. A copy of this response I immediately despatched, and it is now, of course, on the files of the Treasury Department.

When the then members of her Britannic Majesty's government were, after a while, succeeded by others holding, in some respects, different views of policy, the scope for activity in the matter in question was not immediately enlarged. The embarrassments and perils of the Anglo-Indian empire did not appear materially diminished, and in addition to the sufficiently complicated task before them in their normally official duties, the new ministry had to encounter, if the contemporaneous statements of the public journals are to be taken as authority, other and peculiar difficulties in a certain precariousness and thanklessness of position. Of course, I neither profess to know, nor think this the place for me to speak if I did know, what were the real character and actual extent of such or other difficulties. I only

refer to them in connexion with the impressions I received at the time, and upon these I exercised a discretion which, I hope, will be considered sound, in not risking, by a premature urgency, the fate of a measure which, apparently involving serious formal changes, should be approached, as much as possible, with disembarrassed and calm consideration. When the subject was at length renewed, I was desired to confer with the master of the royal mint, as the proper scientific and technical authority upon the various points involved. With this eminent person I held, accordingly, divers conferences, and I believe I am not transcending the bounds of ordinary diplomatic reserve when I say that he entered—as I anticipated that one so intellectually trained and furnished would enter—cordially into the aim; and co-operated efficiently in bringing the question to the point limited by the instructions with which I had been supplied by the Treasury Department.

These instructions, now on file in the department, were, among other things, very specific in directing that care be taken to have it understood that the resolution under which I was acting was one of inquiry, and to avoid any committal of my government in the premises; and they were, also, very precise in warning me against suffering any possible prepossessions of my own in favor of any particular plan or method to interfere with the acceptance of the principle of internationality involved and symmetrization aimed at, irrespective of the particular mode of its realization. To these I conformed, not only as a matter of duty, but *ex animo*; and, though I found it expedient to cause to be printed and, to a certain extent, made public the details of a particular plan—the same which had been within the knowledge of the Finance Committee of the Senate, with whom the joint resolution originated—yet these were put forth on my own individual responsibility, and were distinctly understood to be merely in illustration of the bearing and feasibility of the principle; in the same manner as clearer intelligence of any numeral or mechanical rule is ordinarily supposed to be afforded by the exhibition of a practical example.

To the question, then, which very naturally would be, and, in fact, was, asked, whether I was authorized by my government to suggest any mode of effecting the desirable symmetrization and uniformity sought, my answer could be, and was, only in the negative.

With this, however, it must be considered that, although the resolution prescribed properly, in the first place, an inquiry as to whether it would be agreeable for her Britannic Majesty's government to entertain a motion for mutual alteration in the coinage of Great Britain and of the United States, for the sake of the commercial convenience that might be afforded by it, yet, in the ordinary comity of national intercourse, the answer to such an inquiry, did it go no further, might almost, of course, be expected in the affirmative; or, at least, to the extent of withholding a negative until the party taking the initiative had proposed some specific measure.

It seemed to me, then, that although I had no such measure to propose, I was only carrying out the intent of the resolution—if, indeed, it is not rather contained literally in the terms themselves—by in-

quiring into the likelihood of acceptability of a change in one element of coinage, which must underlie any and all possible plans for harmonizing the unitary coin of Great Britain with our own, viz: a change in the alloy of the metal out of which said coin is fabricated.

The standard gold coin of Great Britain is now 91½ per cent. fine; its silver coin is 92½ per cent. fine; the fineness of both metals in the United States is 90 per cent. Unless the material for manufacturing the coins be the same in both countries, any device for counterbalancing the incongruity by modification of the individual coins must be quite artificial, highly complicated, and, economically and commercially, well nigh ineffectual.

Sundry considerations belonging to the topic, upon which I need not dilate here, induced me to attach a peculiar importance to the consent of Great Britain to a change in this particular, and, indeed, to regard it as the keystone to any possible new system. I was, therefore, proportionately gratified in finding reasons for my conviction that necessity for a change in this element on the side of Great Britain will not present a serious embarrassment in future negotiations, or an important obstacle in the continuance of the present.

Of course, in the relation which I had, it was neither proper for me to expect, nor becoming in me to ask for, any documentary evidence of this conclusion, whose statement must rest, for the present, upon the accuracy of my inference from verbal communications, of sufficient weight and precision, however, to leave but small risk of misapprehension.

Nor did I think it of urgent importance to obtain documentary expressions upon another point included in my instructions, viz: a determination on the part of Great Britain not to introduce any alterations in her coinage without giving the United States government an opportunity of being advised thereupon; "a determination," the instructions go on to say, "which is involved on the part of this government, by implication, in the resolution under which the department is now acting." In point of fact, the issues have gone beyond this point, whose urgency was only contingent upon their not reaching so far.

To return to the narrative of proceedings.

The subject was submitted to the lords of the treasury, after a time, upon a report thereon from the master of the mint, which report was communicated to me informally, for my satisfaction; and which, therefore, although I have every desire for its contents being known, I have not thought myself allowed to place on file in the department.

Upon this report a treasury minute was made, which was also communicated to me, but only verbally. And, in accordance with this minute, I received, on 25th November ultimo, the last communication to me from the Foreign Office, a copy of which is herewith sent to be placed on file in the department, while its substance and material phraseology are reported here.

It recites, then, after a suitable preface, that although her Britannic Majesty's government are not prepared themselves to invite a conference, (or, in the language of the treasury minute, to take the initiative,) with reference to a project which could not be carried out with-

out parliamentary sanction, they would be very unwilling to throw any impediment in the way of a full discussion of a subject which, as affecting the mutual interest of the two countries, must engage their lively attention. And it finally informs me that they will be prepared to consider and confer with me on any proposal in the matter which I may be instructed to make in behalf of the government of the United States.

This conclusion, expressed with a caution that is, I believe, habitual with the government of Great Britain, in contemplation of any change in existing institutions, or establishments there, is in reality all that could be arrived at, under the conditions of my instructions.

It remains for the government of the United States, if it continues to consider the object aimed at worthy of further effort, to cause me, or some one else more fit, to be instructed as to the terms on which it would be willing to attain it.

Of such attainment finally, and upon terms that would be subjectively advantageous to us, without reference to the international relations of the object, I entertain no doubt.

In the hope that so desirable a consummation may ere long be achieved, and that the incipient steps which I have taken towards it may be found to merit approval,

I have the honor to be, sir, with profound respect, your servant,  
J. H. ALEXANDER.

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

CONTINGENT EXPENSES—KANSAS TERRITORY.

LETTER

FROM

THE SECRETARY OF STATE,

COMMUNICATING

*Letters addressed, respectively, to the Committees of Ways and Means and Territories relative to expenses for contingencies, &c., in the Territory of Kansas.*

JANUARY 11, 1859.—Referred to the Committee of Ways and Means, and also to the Committee on Territories.

DEPARTMENT OF STATE, *January 8, 1859.*

SIR: I have the honor to enclose communications addressed to the chairman of the Committee of Ways and Means and the chairman of the Committee on Territories, suggesting the necessity of an appropriation for the payment of expenses paid and of liabilities incurred by the executive of Kansas for services and supplies not contemplated in the usual appropriation for contingent expenses of the executive office, and to be, sir,

Your obedient servant,

LEWIS CASS.

HON. JAMES L. ORR,  
*Speaker of the House of Representatives.*

DEPARTMENT OF STATE,  
*January 8, 1859.*

SIR: I have the honor to transmit, herewith, a copy of a letter from the Comptroller, and of the statement accompanying it, of the amounts paid and liabilities incurred by the executive of the Territory of Kansas, for services and supplies not contemplated in the usual appropriation for contingent expenses of the executive office; and to



suggest the necessity of an appropriation by Congress for their payment.

I have the honor to be, sir, your obedient servant,

LEWIS CASS.

Hon. JOHN S. PHELPS,

*Chairman Committee on Ways and Means,  
House of Representatives.*

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DEPARTMENT OF STATE,

January 8, 1859.

SIR: I have the honor to transmit, herewith, a copy of a letter from the Comptroller, and of the statement accompanying it, of the amounts paid and liabilities incurred by the executive of the Territory of Kansas, for services and supplies not contemplated in the usual appropriation for contingent expenses of the executive office; and to suggest the necessity of an appropriation by Congress for their payment.

I have the honor to be, sir, your obedient servant,

LEWIS CASS.

Hon. ALEXANDER H. STEPHENS,

*Chairman Committee on Territories,  
House of Representatives.*

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TREASURY DEPARTMENT,

*Comptroller's Office, January 7, 1859.*

SIR: I have the honor herewith to submit a statement exhibiting the amounts expended and incurred by the several governors of the Territory of Kansas for services and supplies not contemplated in the usual appropriation for the contingent expenses of the executive office, and otherwise unprovided for, and respectfully request that you will cause the same to be brought to the early attention of Congress.

The first item (in the name of the Hon. John W. Geary) was the subject of your letter to the Speaker of the House of Representatives, dated April 30, 1858, but upon which no action was taken. The second item (in the name of the Hon. Robert J. Walker) was embraced in the abstract enclosed to the Speaker of the House of Representatives in your letter to him of May 22, 1858. As no action was had on the matter during the session, Governor Walker, per his letter to you of July 16, 1858, withdrew his account from your department for the time being, he having understood that a portion of the expenses it covered could be adjusted under existing laws. The

account was accordingly examined in this office, and such vouchers as could be paid from the regular contingent appropriation were abstracted and made the basis of a new account. The third and fourth items require no explanation.

This statement, it is believed, covers all the expenses of an extraordinary character incurred by the executive of Kansas up to the appointment of Governor Medary, and is submitted in this shape in order that Congress may dispose of the whole matter at once.

I am, respectfully, your obedient servant,

W. MEDILL, *Comptroller.*

Hon. LEWIS CASS,  
*Secretary of State.*

*Statement showing the amount paid and incurred by the executive of the Territory of Kansas on account of extraordinary expenses, the same to be substantiated by proper vouchers, and for which an appropriation is required.*

By John W. Geary.....	\$690 40
By Robert J. Walker.....	4,406 00
By James W. Denver.....	1,243 58
Amount incurred, but not paid.....	697 30
	<hr/>
	7,037 28
	<hr/> <hr/>



FLORIDA VOLUNTEERS.

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LETTER

FROM

THE SECRETARY OF WAR,

COMMUNICATING

*All the papers in relation to the mode and manner in which the troops serving in Florida were called into service, &c.*

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JANUARY 11, 1859.—Referred to the Committee of Ways and Means and ordered to be printed.

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WAR DEPARTMENT, *January 10, 1859.*

SIR: At the request of the Hon. George S. Hawkins, of Florida, I have the honor to transmit to the Committee of Ways and Means, herewith, all the papers in relation to the mode and manner of the troops serving in Florida having been called into service, and the regularity of their employment, for the payment of which an appropriation has been asked of Congress.

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

Hon. JOHN S. PHELPS,  
*Chairman of Committee of Ways and Means,  
House of Representatives.*

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WAR DEPARTMENT,  
*Washington, January 8, 1856.*

SIR: Official accounts received from Florida indicate the renewal of difficulties with the remnant of Indians residing in the southern portion of that peninsula.

To be prepared for such emergency—it being impracticable to send reinforcements of regular troops—Brevet Colonel John Munroe, of the United States army, who is charged with conducting the military operations in that quarter, has been authorized, should he deem their

services necessary, to call on your excellency for an auxiliary volunteer force of five companies. Should Colonel Munroe avail himself of the discretionary authority thus conferred, I am instructed by the President to request that his requisition may be complied with, and to express the hope that the State authorities will give to the measure their cordial co-operation.

The volunteers will be received for six months, unless sooner discharged. Colonel Munroe will designate an officer of his command to muster the several companies at such time and place as you may appoint, and he will furnish any information that may be desired in respect to organization, pay, &c., of the volunteers.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,  
*Secretary of War.*

His Excellency JAMES E. BROOME,  
*Governor of Florida, Tallahassee, Florida.*

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WAR DEPARTMENT,  
*Washington, January 21, 1856.*

SIR: I have the honor to acknowledge the receipt of your excellency's letter of the 31st ultimo in relation to the late outbreak of the Indians in Florida, and offering any militia force that the government may need to aid in quelling it.

In reply I have to inform you that previous to the receipt of your letter I addressed a communication to you requesting that five companies of volunteers might be called into the service of the United States. I have to refer you to that letter, dated the 8th instant, for the views of the department in the matter.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,  
*Secretary of War.*

His Excellency J. E. BROOME,  
*Governor of Florida, Tallahassee, Fla.*

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WAR DEPARTMENT,  
*Washington, May 21, 1857.*

SIR: I have the honor to acknowledge the receipt of your letter of the 8th instant asking an approval of the service of certain volunteers called out by you, and in reply to inform you that the explanation as to the necessity of their services is satisfactory, and orders have been issued to the officer commanding in Florida to muster them in and out of the service of the United States.

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

His Excellency J. E. BROOME,  
*Governor of Florida, Washington.*

WAR DEPARTMENT,  
*Washington, May 28, 1857.*

SIR: The President of the United States requests that, to aid in suppressing Indian hostilities within Florida, you cause to be detached, without delay, from the militia thereof, in accordance with a late suggestion of your own, not exceeding ten companies of mounted volunteers, to be reported by companies to the commanding officer of the United States troops engaged in that service, as fast as they can be detached, in order that the same may be duly mustered into the service and pay of the United States.

With the ten companies, a colonel, lieutenant colonel, and major, may be mustered; with eight, a lieutenant colonel and major; and with six companies, only a lieutenant colonel. In either case, one adjutant, one quartermaster, each with the rank of first lieutenant, and not exceeding three medical officers, may also be mustered into service.

A copy of this requisition will be sent to the commanding officer of the United States troops in Florida, with instructions to detach proper mustering officers to meet the volunteers at convenient points, and to correspond with you on that point and all others connected with the vigorous prosecution, on the part of the United States, of the said hostilities.

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

His Excellency J. E. BROOME,  
*Governor of Florida, Tallahassee.*

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WAR DEPARTMENT,  
*Washington, June 4, 1857.*

SIR: In the requisition for volunteers made upon you the 28th ultimo, by direction of the President, no mention was made of the time for which the companies would be accepted. I have now, therefore, the honor to inform you that they will be mustered into the service of the United States *for the period of six months, unless sooner discharged.*

Very respectfully, your obedient servant,

JOHN B. FLOYD,  
*Secretary of War.*

His Excellency J. E. BROOME,  
*Governor of Florida.*

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WAR DEPARTMENT,  
*Washington, July 23, 1857.*

SIR: I have the honor to acknowledge the receipt of your letter of the 7th instant, wherein you propose to this department that the

mustering in and out of the service of those volunteers in Florida, whose enrollment had been approved and adopted by it, should be predicated upon the State's muster rolls furnished to the officer of the United States appointed for that purpose.

In answer I have to inform you that no officer of the army could make a mere constructive muster such as that you suggest. To certify to the rolls, he must have mustered the troops, nor could he have mustered them unless present. Under the circumstances, the only course left for the department is to receive as official the State rolls, duly certified by the State authorities, and to base upon these a recommendation to Congress for the appropriations necessary to pay off the troops. This course will obviate the difficulties mentioned by you on account of the disbandment of the volunteers in question.

Very respectfully, your obedient servant,

JOHN B. FLOYD.

*Secretary of War.*

His Excellency JAMES E. BROOME,

*Governor of Florida, Tallahassee, Florida.*

WAR DEPARTMENT,

*Washington, December 23, 1857.*

SIR: The term of the engagement of the companies of Florida volunteers at present in the service of the United States being about to expire, the President requests that, upon the requisition of the commander of the department of Florida, you cause to be detached from the militia of the State such number of volunteers as may be asked for by that officer, under the instructions communicated to him yesterday, of which a copy is herewith enclosed. The volunteers to be mustered into the service of the United States for the *period of six months, unless sooner discharged.*

I am, sir, very respectfully, your obedient servant,

JOHN B. FLOYD,

*Secretary of War.*

His Excellency M. S. PERRY,

*Governor of Florida, Micanopy, Florida.*

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ADJUTANT GENERAL'S OFFICE,

*Washington, January 7, 1856.*

SIR: I have received and laid before the Secretary of War your communications of the 23d and 26th ultimo, on the subject of the recent attack on Lieutenant Hartsuff's exploring party, and the probable renewal of hostilities by the several Indian bands remaining in Florida.

To meet this contingency, it being impracticable to send reinforcements of regular troops, the department has authorized the calling out of three independent companies, to be disposed of in the manner

suggested in your letter, or in any other way that, in your judgment, may best insure the objects contemplated, and two other companies to serve as hunters and trailers, and to be associated with the regular troops in their operations. In respect to the composition of these two last companies it is enjoined on you not to allow any man to be received who is not a good woodsman and familiar with the habits of Indians, and who could be thus usefully employed in discovering and following their trails. The several companies will have the same organization as regular troops, and will be mustered for the period of six months, unless sooner discharged. As each company will act separately, no field or staff officers will be received with them.

The great difference of expense between maintaining horse and foot troops renders it desirable to restrict the number of the former to the lowest limit. The department is not, indeed, aware of any special necessity for employing mounted volunteers at all; nevertheless, should you be of opinion that their services are essential to the success of your operations, it is left to your discretion to decide what portion of the three independent companies for which you are authorized to call shall be mounted.

Blank rolls for mustering these volunteers will be forwarded by to-day's mail. You will confer with the governor, who has been apprised of the authority given you, on the subject of receiving them, and send an officer of the army to muster them at such points as may be indicated. Instruct this officer to be very careful to embrace on the rolls all the information that may be necessary to secure, at the same time, the rights of the volunteer, and to protect the interests of the government.

I am, sir, very respectfully, your obedient servant,

S. COOPER,  
*Adjutant General.*

Brevet Colonel J. MUNROE, U. S. A.,  
*Commanding in Florida, Tampa, Florida.*

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ADJUTANT GENERAL'S OFFICE,  
*Washington, March 13, 1856.*

SIR: Your communication of the 13th ultimo, enclosing copies of a letter addressed to you by the governor of Florida, under date of January 19, tendering a volunteer force in advance of your requisition for the same, and your reply thereto, have been submitted to the Secretary of War, and your request to receive Captain *Richard Turner's* company of woodmen and boatmen is approved, the company to have the same organization as regular troops, and to be mustered into service for the period of six months, unless sooner discharged.

I am, sir, very respectfully, your obedient servant,

S. COOPER, *Adjutant General.*

Brevet Colonel J. MUNROE, U. S. A.  
*Commanding Troops in Florida, Tampa, Florida.*



ADJUTANT GENERAL'S OFFICE,  
*Washington, March 21, 1856.*

SIR: I transmit herewith a copy of a letter addressed to the War Department by Senator Mallory, of Florida, covering a communication from several citizens of that State, in relation to the defence of the Manatee settlements from Indian hostilities.

The Secretary of War authorizes you to cause the force alluded to to be mustered into any of the companies you are already empowered to receive into the service of the United States, or you will take such other measures with the troops now at your disposal as, in your judgment, will best secure the safety of the settlements in question.

I am, sir, very respectfully, your obedient servant,

S. COOPER, *Adjutant General.*

Brevet Colonel J. MUNROE, *U. S. A.,*  
*Commanding Troops in Florida, Tampa, Florida.*

ADJUTANT GENERAL'S OFFICE,  
*Washington, May 1, 1856.*

SIR: Your letters, with enclosures of April 16 and two of April 20, have been submitted to the Secretary of War, who directs me to say, in reply, that to effect a speedy termination of hostilities in Florida he is anxious operations should be chiefly directed against the strongholds of the Indians in the Big Cypress, where, it is understood, their families are concentrated. A departure from this course would only tend to give confidence to the hostiles, and encourage them to scatter and make forays with small parties upon the settlements.

Should this plan of operations be adopted and prosecuted with energy and determination, the Secretary does not doubt that the most favorable results will follow. To this end it is presumed most of the volunteer force, now posted for the ostensible purpose of giving confidence and protection to interior settlements, might be more advantageously employed in operating with the troops south of the Carlosahatchee.

In carrying out these suggestions should you, in disposing of the present volunteer force in the way here proposed, consider that additional force of that description is necessary to a vigorous prosecution of the campaign, you are authorized to take into service from three to five more companies of foot volunteers.

With regard to such cases as Captain Jernigan's company, the Secretary desires you not to hesitate in taking prompt steps to rid the service of such men, who certainly cannot be relied upon for efficiency in time of need. It is left to your discretion either to dis-

charge individuals or, if circumstances demand, to cause companies to be mustered promptly out of service.

I am, sir, very respectfully, your obedient servant,  
S. COOPER,  
*Adjutant General.*

Brevet Colonel JOHN MUNROE,  
*Commanding Department of Florida,  
Fort Brooke, Tampa, Florida.*

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ADJUTANT GENERAL'S OFFICE,  
*Washington, July 21, 1856.*

SIR: Your letter of the 6th instant, reporting the dates at which the terms of service of the volunteer companies called out in Florida will expire, and presenting certain suggestions in relation to the organization of a new volunteer force, has been received and laid before the Secretary of War, by whom it has been returned to this office, with the following endorsement:

"The views of the colonel commanding the department of Florida, as to the propriety of drawing volunteers from points at a distance from the exposed frontier, are approved, and will be communicated to the governor of the State. He is authorized to make a requisition for such number of mounted companies as in his judgment will suffice to replace those about to be discharged, not exceeding the number now in service.

"JEFFERSON DAVIS.  
*"Secretary of War.*

"WAR DEPARTMENT, July 18, 1856."

I am, sir, very respectfully, your obedient servant,  
S. COOPER,  
*Adjutant General.*

Brevet Colonel J. MUNROE, U. S. A.,  
*Commanding the Department of Florida, Tampa, Florida.*

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ADJUTANT GENERAL'S OFFICE,  
*Washington, June 3, 1857.*

SIR: By direction of the Secretary of War, I have the honor herewith to transmit, for your information and government, a copy of a requisition made the 28th instant, upon the governor of Florida, for ten companies of mounted volunteers, to serve under your orders, in the prosecution of hostilities against the Seminoles.

These volunteers will be mustered into the service of the United States *for the period of six months, unless sooner discharged.*

I am, sir, very respectfully, your obedient servant,

S. COOPER,  
*Adjutant General.*

Colonel G. LOOMIS,  
*5th Infantry, Commanding Department of Florida,  
Tampa, Florida.*

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ADJUTANT GENERAL'S OFFICE,  
*Washington, December 22, 1857.*

SIR: Your letter of the 2d instant to the assistant adjutant general at the headquarters of the army, relative to the volunteer companies in the service of the United States, at the present time, in Florida, and the manner in which they are to be replaced, has been forwarded to this office, and laid before the Secretary of War.

The Secretary is favorably impressed with the views suggested by you in respect to the employment of organized companies of guides, trailers, boatmen, &c., believing that they would render the most efficient service, considering the nature of the country in which they would have to operate, and the character of the foe; but as this particular description of force can only be obtained by an allowance of compensation greatly beyond that which existing laws provide, he is reluctantly compelled to withhold his assent to the measure proposed.

You are, however, authorized to make requisition upon the governor of Florida for volunteers to replace those now in service whose engagements are about to expire; and for such number as, in your judgment, the objects to be accomplished may require, provided the limit at present allowed is not exceeded.

I have the honor to be, sir, very respectfully, your obedient servant,

S. COOPER, *Adjutant General.*

Colonel GUSTAVUS LOOMIS,  
*5th Infantry, Com'g Dep't of Florida, Tampa, Fla.*

SUPREME COURT OF THE UNITED STATES—EXPENSES OF.

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LETTER

FROM THE

SECRETARY OF THE INTERIOR,

TRANSMITTING

*Tabular statement of the expenses of the Supreme Court of the United States, &c.*

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JANUARY 12, 1859.—Laid upon the table and ordered to be printed.

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DEPARTMENT OF THE INTERIOR,  
*Washington, January 11, 1859.*

SIR: In conformity with the request contained in a resolution adopted by the House of Representatives on the 4th instant, a copy of which was communicated to this department, I have the honor to transmit herewith a communication from the First Comptroller of the Treasury, dated the 10th instant, and a tabular statement accompanying the same, exhibiting the expenses of the Supreme Court of the United States during the years 1854, 1855, 1856 and 1857.

By reference to this statement, it will be observed that these expenses are not incurred, strictly speaking, during either year named, owing to the fact that the annual terms of the court commence on the first Monday in December and extend into the year succeeding; and for this reason this department is not able at this time to report the expenses for the year 1858, the court being now in session.

I am, sir, most respectfully, your obedient servant,

J. THOMPSON,  
*Secretary.*

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

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TREASURY DEPARTMENT,  
*Comptroller's Office, January 10, 1859.*

SIR: Herewith I have the honor to return the resolution of the House of Representatives of the 4th instant, in regard to the expenses

of the United States Supreme Court from 1854 to 1858, referred to me on the 8th instant, but not received at this office until the present instant.

I return the table prepared in your department, which you had the kindness to submit, in order to expedite a report and have compared the same with the vouchers, and made such corrections in data as necessary, and have to suggest that your fifteenth head be divided, so as to show the expenses of crier, four bailiffs, and nine servants by themselves, in a separate head, to precede the present No. 15, which will obviate the necessity for a column for remarks. I have given the dates of the commencement and adjournment of the regular and adjourned terms, so that it will be perceived that the clerk's charges for per diems include every day from the meeting to the adjournment of each term, and that the *crier*, four bailiffs, and nine servants charge for the same days, and from 10 to 47 days, in addition to those charged by the clerk at each regular or adjourned term.

These alterations are submitted for your consideration, the data of the table now being correct, as far as I am able to judge with the vouchers before me.

Very respectfully submitted.

W. MEDILL, *Comptroller.*

Hon. JACOB THOMPSON,  
*Secretary of the Treasury.*

Statement showing the expenses of the United States Supreme Court, in comparative detail, for the years 1854, 1855, 1856, 1857, and 1858, from the commencement of the December term, 1854, to the close of the December adjourned term, 1857, held in April and May, 1858.

Year.	Term.	No. of days in term.	No. of days charged by clerk, and servants.	Per diem compensation of clerk.	Amount paid to clerk for fees, including copies of records furnished the U. S. Attorney General.	Total amount paid clerk from United States treasury.	Expenses of printing records.	Expenses of other printing.	No. of records printed in individual cases.	No. of records printed in United States cases.	No. of copies of records charged to the U. S. Attorney General.	Amount of records charged to the U. S. Attorney General.*	Rent of consultation rooms for Judges.	Oil, candles, &c.	Coal.	Wood.	Stationery.	Clerk, four bailiffs, and nine servants.	All other expenses, including the marshal's per diem compensation and commissions, miscellaneous contingencies, &c.	Total expense.
1854	Dec. term, Dec. 4, 1854, to March 10, 1855.	97	137	\$970	\$2,319 88	\$3,989 82	\$6,638 38	\$119 66	65	5	4	\$88 04	\$615 50	\$247 77	\$397 50	\$900 00	\$1,346 01	\$4,339 50	\$1,880 64	\$18,303 78
1855	Dec. term, Dec. 3, 1855, to Feb. 28, 1856.	88	119	880	2,029 31	2,909 31	9,451 64	113 11	55	13	9	453 88	671 00	355 04	195 00	134 00	1,330 05	4,365 50	1,744 30	31,168 83
1856	Dec. adj'd term, April 1 to May 14, 1856.	44	70	440	2,941 94	3,381 94	5,078 98	.....	97	37	30	1,734 88	507 75	198 13	.....	79 00	349 66	3,273 00	644 67	13,593 41
1856	Dec. term, Dec. 1, 1856, to March 6, 1857.	97	117	970	4,740 58	5,710 58	8,341 64	158 46	64	36	33	1,477 56	549 27	383 08	975 00	179 68	1,198 55	4,150 83	1,986 16	32,000 22
1857	Dec. term, Dec. 7, 1857, to Feb. 28, 1858.	92	98	880	2,760 60	3,580 60	19,858 04	155 50	91	9	12	1,583 84	456 60	428 88	283 75	150 00	1,491 30	3,539 30	1,668 14	94,510 01
1857	Dec. adj'd term, April 5 to May 16, 1858.	44	91	440	2,624 50	2,474 50	4,859 56	.....	96	18	18	915 38	438 60	101 85	13 00	68 75	284 83	3,138 00	613 68	11,933 81

\* The sums under this head are included in the column, "Amount paid to clerk for fees, &c."



VESSELS ON FOREIGN STATIONS WITHOUT REGULAR  
PURSERS.

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LETTER

FROM THE

SECRETARY OF THE NAVY,

IN ANSWER TO

*A resolution of the House asking the number of vessels on foreign stations  
without regular pursers.*

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JANUARY 12, 1859.—Laid upon the table and ordered to be printed.

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NAVY DEPARTMENT, *January 11, 1859.*

SIR: The resolution of the House of Representatives, dated December 23, 1853, which directs "that the Secretary of the Navy communicate to this House, if not incompatible with the public interest, the number of vessels now in commission on foreign stations having no regular pursers on board, and the reasons why they are not supplied," has been received, and I have the honor to reply as follows:

That at present there are nine naval vessels employed on foreign stations without regular pursers, viz: sloop-of-war Falmouth, store-ships Release and Relief, steamer Water Witch, brigs Perry, Bainbridge, and Dolphin, and schooner Fennimore Cooper.

In addition to this number, there are five chartered steamers and one revenue steamer, attached to the Paraguay expedition, which have no pursers on board, viz: steamers Southern Star, Atalanta, Caledonia, Metacomet, M. W. Chapin, and Harriet Lane, for which pursers on board of other vessels are acting, and for which they can receive no additional compensation.

The department was unable to assign pursers to the above named vessels on account of the insufficient number of officers belonging to that corps. Sixty-four only are allowed by law. Eleven of that number are unemployed. Of these one has been in the service forty-nine years, two more than forty-one years, and one more than thirty-five years; one has been recently invalided from a foreign station and



sent to the United States; five are old pursers who have been relieved from duty within a year, and one has just been appointed. There are three pursers who have returned within three months from sea, and are employed in settling their accounts.

It has not been the practice of the department, except in extreme cases, to order old pursers, who have served in turn in vessels of all classes, to sea again in small vessels, as, in view of their age and past services, it would seem contrary to the spirit and intention of the law to require them to perform duties in such vessels for which the act of Congress regulating their pay provides less compensation than their leave of absence pay.

I am, sir, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JAMES L. ORR,

*Speaker of the House of Representatives.*

NUMBER OF OFFICERS OF EACH GRADE OF THE NAVY  
AND MARINE CORPS, &c., &c.,

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LETTER

FROM THE

SECRETARY OF THE NAVY,

IN ANSWER TO

*A resolution of the House calling for the number of officers of the navy and Marine Corps, &c., and the number of employés under charge of the Navy Department, and the number of vessels of the navy, &c.*

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JANUARY 12, 1859.—Laid upon the table and ordered to be printed.

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NAVY DEPARTMENT,  
January 11, 1859.

SIR: In reply to the resolution of the House of Representatives of January 4, 1859, requesting the Secretary of the Navy to report to the House—

“1st. The number of officers of each grade in the navy and Marine Corps; designating the number on the active and reserved list, on sea duty, on shore, on other duty, and waiting orders.

2d. The number of seamen, marines, and other employés under charge of the Navy Department.

3d. The number of vessels of the navy, designating the number and rate of each class.”

I have the honor to transmit the accompanying statements, numbered 1, 2, and 3, which afford the information desired.

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

## No. 1.

*The number of officers of each grade in the navy and Marine Corps, on the active and reserved lists, on sea duty, on shore duty, on leave or waiting orders, and on furlough.*

Navy.	Number.	On sea duty.	On shore duty.	On leave or waiting orders.	On furlough.
Captains—active list .....	81	18	19	44	.....
reserved list .....	20	.....	1	17	2
Commanders—active list .....	116	25	43	47	1
reserved list .....	17	.....	.....	15	2
Lieutenants—active list .....	340	214	72	47	7
reserved list .....	36	.....	3	22	11
Masters—active list .....	20	18	1	1	.....
reserved list .....	12	.....	2	9	1
Second master .....	1	.....	1	.....	.....
Passed midshipmen—active list .....	.....	.....	.....	.....	.....
reserved list .....	2	.....	.....	2	.....
Surgeons .....	69	23	27	16	3
Passed assistant surgeons .....	39	25	5	9	.....
Assistant surgeons .....	39	30	3	6	.....
Purser .....	64	33	19	12	.....
Chaplains .....	24	7	9	8	.....
Professors of mathematics .....	12	.....	11	.....	1
Chief engineers .....	21	11	9	1	.....
First assistant engineers .....	33	22	5	6	.....
Second assistant engineers .....	23	19	2	2	.....
Third assistant engineers .....	63	56	1	6	.....
Midshipmen .....	49	42	.....	6	.....
Acting midshipmen .....	186	.....	186	.....	.....
Boatswains .....	40	25	9	6	.....
Gunners .....	44	25	15	4	.....
Carpenters .....	48	28	12	8	.....
Sailmakers .....	41	25	7	8	1
MARINE CORPS.					
Colonel commandant† .....	.....	.....	.....	.....	.....
Lieutenant colonel .....	1	.....	1	.....	.....
Majors—staff .....	3	.....	3	.....	.....
Captain—staff .....	1	.....	1	.....	.....
Majors—line .....	4	.....	4	.....	.....
Captains—line .....	13	7	6	.....	.....
First lieutenants .....	20	9	11	.....	.....
Second lieutenants .....	†19	15	4	.....	.....

\* At Naval Academy.

† Vacant.

‡ One vacancy.

## No. 2.

*The number of seamen, marines, and other employés under charge of the Navy Department.*

Number of seamen now in the service is that authorized by law, viz. ....	8,500
Number of marines, including non-commissioned officers, musicians, drummers, fifers, and privates, is.....	1,895
Number of other employés under charge of the Navy Department, as near as can be ascertained, is—	
At Portsmouth, N. H. ....	580
At Boston, Mass. ....	1,409
At New York, N. Y. ....	1,930
At Philadelphia, Pa. ....	1,096
At Washington, D. C. ....	783
At Norfolk, Va. ....	1,646
At Pensacola, ....	665
At Mare Island ....	360
At Sackett's Harbor ....	2
	<hr/> 8,471

## No. 3.

*The number of vessels of the navy, designating the number and rate of each class.*

## VESSELS OF WAR OF THE UNITED STATES NAVY.

## SHIPS OF THE LINE.

- |                    |                 |
|--------------------|-----------------|
| 1. Pennsylvania.   | 6. Vermont.     |
| 2. Columbus.       | 7. New Orleans. |
| 3. Ohio.           | 8. Alabama.     |
| 4. North Carolina. | 9. Virginia.    |
| 5. Delaware.       | 10. New York.   |

## FRIGATES.

- |                   |                  |
|-------------------|------------------|
| 1. Constitution.  | 6. Congress.     |
| 2. United States. | 7. Raritan.      |
| 3. Potomac.       | 8. St. Lawrence. |
| 4. Brandywine.    | 9. Santee.       |
| 5. Columbia.      | 10. Sabine.      |

## SLOOPS-OF-WAR.

- |                   |                 |
|-------------------|-----------------|
| 1. Cumberland.    | 9. Germantown.  |
| 2. Savannah.      | 10. Saratoga.   |
| 3. Constellation. | 11. John Adams. |
| 4. Macedonian.    | 12. Vincennes.  |
| 5. Portsmouth.    | 13. Falmouth.   |
| 6. Plymouth.      | 14. Vandalia.   |
| 7. St. Mary's.    | 15. St. Louis.  |
| 8. Jamestown.     | 16. Cyane.      |

- |              |             |
|--------------|-------------|
| 17. Levant.  | 20. Dale.   |
| 18. Decatur. | 21. Preble. |
| 19. Marion.  |             |

BRIGS.

- |                |             |
|----------------|-------------|
| 1. Bainbridge. | 3. Dolphin. |
| 2. Perry.      |             |

SCHOONER.

1. Fennimore Cooper.

SCREW STEAMERS.

*1st Class.*

- |               |                          |
|---------------|--------------------------|
| 1. Niagara.   | 5. Minnesota.            |
| 2. Roanoke.   | 6. Wabash.               |
| 3. Colorado.  | 7. Franklin.             |
| 4. Merrimack. | 8. Stevens' War Steamer. |

*2d Class.*

- |                 |              |
|-----------------|--------------|
| 1. San Jacinto. | 4. Brooklyn. |
| 2. Lancaster.   | 5. Hartford. |
| 3. Pensacola.   | 6. Richmond. |

*3d Class.*

- |                        |                              |
|------------------------|------------------------------|
| 1. Massachusetts.      | 6. At Philadelphia, building |
| 2. John Hancock.       | 7. " Philadelphia, "         |
| 3. At Portsmouth.      | 8. " Gosport, "              |
| 4. " Boston, building. | 9. " Pensacola, "            |
| 5. " New York, "       |                              |

SCREW TENDERS.

- |              |            |
|--------------|------------|
| 1. Despatch. | 2. Arctic. |
|--------------|------------|

SIDE WHEEL STEAMERS.

*1st Class.*

- |                 |              |
|-----------------|--------------|
| 1. Susquehanna. | 3. Powhatan. |
| 2. Mississippi. |              |

*2d Class.*

1. Saranac.

*3d Class.*

- |              |                      |
|--------------|----------------------|
| 1. Fulton.   | 3. At San Francisco. |
| 2. Michigan. |                      |

SIDE WHEEL TENDER.

1. Water Witch.

STORE VESSELS.

- |            |             |
|------------|-------------|
| 1. Relief. | 3. Release. |
| 2. Supply. |             |

PERMANENT STORE AND RECEIVING SHIPS.

- |                  |              |
|------------------|--------------|
| 1. Independence. | 4. Warren.   |
| 2. Alleghany.    | 5. Fredonia. |
| 3. Princeton.    |              |

Total number of vessels 88.

J. S. MURAD.

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LETTER

FROM

THE SECRETARY OF STATE,

COMMUNICATING

*Information touching the application for compensation of the late consular agent of the United States at Jaffa.*

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JANUARY 13, 1859.—Referred to the Committee on Foreign Affairs and ordered to be printed.

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DEPARTMENT OF STATE,  
*Washington, January 12, 1859.*

SIR: I have the honor to transmit, herewith, a letter addressed to Hon. H. E. Royce, in reply to a communication addressed to this department, requesting information to be furnished to the Committee on Foreign Affairs touching the petition of J. S. Murad, late United States consular agent at Jaffa, praying compensation for alleged consular expenditures and services, and request that you will give it the proper direction.

I am, sir, your obedient servant,

LEWIS CASS.

HON. JAMES L. ORR,  
*Speaker of the House of Representatives.*

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DEPARTMENT OF STATE,  
*Washington, January 12, 1859.*

SIR: I have the honor to acknowledge the receipt of your communication of the 21st ultimo, transmitting the petition of J. S. Murad, late consular agent of the United States at Jaffa and Jerusalem, praying to be reimbursed for expenditures alleged to have been incurred by him while in the consular service, namely, for the pay of the dragoman and jannissary employed in the consular agency, rent of office,

and for aid afforded American citizens in Syria, and also for compensation for his own services.

In reply to your inquiry for any information touching the same which the archives of the department may afford to the committee, I have the honor to state, that under the provisions of the act regulating the diplomatic and consular systems of the United States, approved August 18, 1856, consular officers are divided into two classes, namely, "full, principal and permanent consular officers" and "subordinates and substitutes," a distinction which, in the practice of the department was recognized substantially for a long period prior to the passage of the act. The first named class of officers is appointed by the President by and with the advice of the Senate, or by the Department of State, under the direction of the President. Officers of the second class are subordinate to the former and are appointed by "principal" consular officers subject to the approval of the President, who are held responsible for the official acts of such subordinates. In this class are consular agents, who exercise powers and discharge consular duties within the limits of the consular jurisdiction of the consuls by whom they are respectively appointed and to whom they are amenable. They are appointed at seaports frequented by American vessels within any consulate, or at places where American interests are concerned, or to which American travellers resort, and where there is no "full, principal and permanent consular officer."

These offices are much sought after by individuals residing within a consulate, either for the honor which they confer, the protection they afford, or the emolument they give; and especially is this the case in the East where persons thus clothed with consular powers, and also their families and dependants, although Ottoman subjects, are in a great measure withdrawn from the operation of the local laws and are subject to the jurisdiction and regulations of the government which they temporarily serve, and under whose flag they are protected.

In this subordinate class of consular officers was Mr. Murad. He doubtless assumed the responsibilities of the consular office and discharged its duties with a full knowledge of the dignity and protection thereby given, and was also aware that his compensation would be derived only from the consular fees. There is abundant evidence on the files of the department to show that he discharged his consular duties in a manner agreeable to American citizens travelling or residing in Syria, and, as is believed, to the satisfaction of the government of the United States during his long period of consular service. No account has been presented to this department of his expenditures for rent of a consular office, for the pay of dragoman or janissary, nor is there any appropriation from which expenditures for this purpose by a "subordinate" consular officer could be paid. If expenses have been incurred by him for the relief of American *seamen*, they will be reimbursed by the department on the presentation of the proper vouchers. If he has "expended a large sum from his own means for the comfort and aid of United States citizens" who are not *seamen*, it lies within the dis-

cretion of Congress to afford relief; special appropriations have occasionally been made by Congress for this purpose, as in the cases of the United States commercial agents at St. Domingo and Mauritius, and the United States consuls at Hong Kong and Panama. (See Statutes at large, vol. x, pages 94, 667, 659, respectively, and Session statutes, third session thirty-fourth Congress, pages 43 and 44, Private Acts.)

For your further information, I transmit herewith a copy of a communication signed by American gentlemen residing in Syria bearing testimony to important services rendered by Mr. Murad in bringing to justice the perpetrators of dreadful outrages committed in 1857, upon the members of an American family residing in Jaffa.

I have the honor to be, sir, your obedient servant,

LEWIS CASS.

Hon. H. E. ROYCE,

*Committee on Foreign Affairs, House of Representatives.*

SEPTEMBER 25, 1858.

SIR: We the undersigned citizens of the United States of America residing in Palestine and Syria, respectfully represent that Mr. Jacob Serapion Murad, an American gentleman of the highest respectability, has most efficiently and honorably represented the American government in a consular capacity for many years past both in Jaffa and Jerusalem, but, has as yet, never received the slightest compensation.

These facts are all set forth, duly certified in various communications, now on file in the department of State—to which reference is made for particulars, as also to the published testimonials of Stevens, Lynch, and other travellers—and we would respectfully beg leave further to state, that on account of his valuable services in bringing to justice the perpetrators of the horrible outrage on the Dixon family, his life is in such jeopardy that he is compelled to abandon his gardens in the vicinity of Jaffa, and take refuge within its walls, very much to the detriment of his business.

Assured that the department, upon proper representation of the matter, will cheerfully do whatever can be legally done for the relief of one who has been so attentive to the interests of our country in so responsible a position, we venture, most respectfully, to suggest that in addition to the unappropriated salary of the Jerusalem consulate, prior to its occupancy by the present incumbent (during which period its duties were faithfully discharged by Mr. Murad) the department confer upon him, whatever other remuneration, favor or mark of approbation it may deem expedient, under existing circumstances. And your petitioners will ever pray, &c.

ALFRED ROBERTS, Jerusalem.

JAMES T. BARCLAY, M. D., do.

WM. M. JONES, do.

WARDER CRESSON, do.

HARRIET LIVERMORE, do.



JACOB FRED. KRAUS, do.  
 BENJAMIN LILLIENTHAL, Jerusalem.  
 DUT. R. MOORE, do.  
 R. G. BARCLAY, M. D., do.  
 MARY R. WILLIAMS, Jaffa.  
 CHARLES SAUNDERS, do.  
 MARTHA C. SAUNDERS, do.  
 MARTHA B. SAUNDERS, do.  
 C. V. A. VAN DYCK, M. D., Beirut.  
 J. E. FORD, do.  
 S. H. CALHOUN, near Beirut.  
 S. LOREZO LYONS, Tripoli.  
 W. M. EDDY, Sidon.  
 W. S. BENTON, Bhamdun.  
 W. BIRD, Mount Lebanon,  
 HENRY R. JESSUP, Tripoli.  
 DANIEL BLISS, near Beirut.  
 J. JUDSON BARCLAY, U. S. V. Consul, Beirut.  
 EDWARD S. SMITH, M. D., Beirut.

Hon. LEWIS CASS, *Secretary of State, U. S. A.*

CONSULATE OF THE U. S. OF AMERICA, AT JERUSALEM,  
*September 30, 1858.*

I have great pleasure in attesting to the zeal activity and fidelity of Mr. Jacob S. Murad. On account of the active part taken by Mr. Murad in bringing to justice the perpetrators of the outrage on Americans at Jaffa, his life has been endangered, and he has suffered much pecuniary loss, from having been obliged to leave his farm outside of Jaffa, and hire a house in the city. I most cheerfully recommend him to the department.

J. WARREN GORHAM,  
*U. S. Consul.*

U. S. CONSULATE, BEIRUT, SYRIA,  
*October 5, 1858.*

I cheerfully add my testimony to the faithfulness and the efficiency with which Mr. Murad has discharged the duties of his office during the period of my residence in the East, and particularly in reference to the late melancholy occurrence at Jaffa. And knowing that the part he has taken in bringing the offenders to justice has been to him a source of pecuniary loss and that he has not been in the receipt of a salary or any adequate compensation for his service, I cordially recommend him to the attention of the Department of State.

J. AUGUSTUS JOHNSON,  
*U. S. Consul.*

True copies—attest—J WARREN GORHAM, [L. S.]  
*U. S. Consul at Jerusalem.*

CARMICK AND RAMSEY CLAIM.

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MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING

*A copy of the letter of Messrs. Johnson and Williams in relation to the decision upon the Carmick & Ramsey claim.*

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JANUARY 13, 1859.—Referred to the Committee on the Judiciary, and ordered to be printed.

*To the House of Representatives:*

I herewith transmit a report from the Comptroller, with a copy of the letter of Messrs. Johnson and Williams in relation to the decision upon the Carmick & Ramsey claim. This should have accompanied the papers which have already been transmitted to the House, but was omitted by mistake.

JAMES BUCHANAN.

WASHINGTON CITY, January 13, 1859.

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• TREASURY DEPARTMENT, COMPTROLLER'S OFFICE,  
January 13, 1859.

SIR: In conformity with your direction endorsed thereon, I have the honor to transmit a copy of the letter of Messrs. Johnson and Williams, addressed to you on the 23d August last, in relation to my decision upon the Carmick & Ramsey claim, and referred by you to this office to be filed on yesterday, the 12th instant.

Most respectfully, your obedient servant,

W. MEDILL,  
Comptroller.

The PRESIDENT.

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WASHINGTON, August 23, 1858.

SIR: In the matter of the claim of Edward H. Carmick and Albert C. Ramsey, under the 6th section of the act of the 18th of August,

1856, the Comptroller, Mr. Medill, has at last, on the 11th instant, made his report. The character of this report forces us, as the counsel of the claimants, to appeal to your excellency for redress. It is the design of this communication to state the reasons which we confidently believe entitle the parties to such relief as we are about to ask.

The report, a copy of which accompanies this paper, will show you that the Comptroller has so much occupied himself in an effort to vindicate the late Postmaster General Campbell, and in the kindred office of questioning the veracity of Congress, that he does not seem to have had time to consider or apply the rule of damages by which the amount due the claimants, under the act of Congress, (the only question it submitted to him,) should be ascertained. In this way, and in this way only, can we account for his palpable misapprehension of the amount claimed by the claimants. When these gentlemen were demanding the worth or value of their contract, surely, unless his mind was altogether turned in another direction, he ought to have been able to perceive that that was not claiming the whole of the contract price of \$424,000 per annum. He should have known that from that sum was to be deducted the annual expenses. In these there was an annual amount to be paid the Pacific Mail Company for the service between Acapulco and San Francisco; another for the land service between Vera Cruz and Acapulco—being, together, near \$300,000 a year. If these facts escaped him, it was his blunder, not the fault of the claimants. If, also, he did not know that this was, by a familiar rule, direct, and not consequential damages, this, too, was his own misfortune, and not the fault of others. These strictures are consistent with the usual practice in such cases, and observed in this for the claimants by their attorney who filed the declaration of claim so grossly misunderstood by this accounting officer; and had the officer observed accustomed official candor in his intercourse with the attorneys, they would have enabled him to have learned this much at least, and thereby have relieved him of the fog through which he has blindly groped his way.

*Second.* It is not apparent how the Comptroller can apply his reasoning as to the preamble of a law, as he terms it, in the sense and meaning of the rule of construction to which he refers. In this instance *no preamble is found* as in contradistinction to the body of the act or the enacting clause. Its perspicuous and comprehensive terms rendered either unnecessary. Section the 6th contains, as far as this claim is concerned, the entire law, the whole will and direction of the legislature; and this contains within itself only so much recital as was essential to identify the subject-matter, the contract, and the abrogation of the contract by the Postmaster General, and submitting to the Comptroller not the two facts recited by Congress for itself, and of which they had a right exclusively to judge and to decide, and did decide, but the single question of the damages sustained *on account of such contract and such abrogation*. Under what law is it, certainly not under this section, that the First Comptroller is constituted a judge to decide whether facts decided by Congress are true or false? His is the humbler, though, when faithfully executed, the respectable and honorable duty of carrying out the will of Congress, not of repudiating it.

Congress, in this instance, were not so stultified as to empower a subordinate executive officer to determine for them whether what they thought, *with all the facts before them*, was a clear, but, from the want of existing law, an unavailing equity, deserved at their hands to be converted into a legal right, and whether, in view of such equity and of suffering justice, they ought or ought not to make a law for the case. Least of all, is it to be supposed that they intended to constitute this subordinate, as he seems to imagine, a tribunal expurgative to extirpate the very seeds of what he might conceive were legislative falsehoods.

*Third.* We will not abuse the patience of the President by seriously examining the constitutional questions which the Comptroller propounds for negative illustration. Not quite, but almost, he questions the constitutional power of Congress to allege the facts stated in this law, averred on its face, without submitting them to his review and ultimate decision. What could be more unhappy than his bank illustration? He supposes Congress, (the Supreme Court of the United States to the contrary notwithstanding, in two solemn and unanimous decisions,) not to have the constitutional power to charter a national bank, and yet, resolved to do so, to invoke the aid of a preamble! reciting the false fact (as he else assumes it would be) that such an institution was absolutely necessary to borrow money, collect the revenue, and pay the debts of the government! and with apparent and perhaps real gravity he adds: "If such be the fact, the constitutional power to incorporate the bank is beyond question; and if the recital of Congress be conclusive, there can be no inquiry as to the existence of that power!"

It is, however, respectfully submitted that in such a contest the bank would have the advantage of the Comptroller as to the facts in issue, particularly if he should then be in the Treasury Department instead of Congress, and still more especially after the President's approval of the charter. The result would not, however, "confiscate" the Comptroller's right to a contrary *private* opinion, or his right "of inquiry as to the existence of that power" as a fact; but we know not how but by flat usurpation he would be able to subvert the judgment and finding of Congress and the President. For success in such a Quixotic undertaking he would have to bring some future Congress and President to his aid. His private opinion and his solicitous desire to save the Constitution from violation by means of congressional falsehood would hardly move a court to issue a *scire facias* to annul the charter.

The Comptroller's "confiscation" argument is equally unhappy. His mind dwelling, as it seems to have done, on the falsehood and venality of Congress, he readily imagines that body wishing to condemn to public use some valuable property of his own without compensation, and for that purpose falsely reciting in the act passed for the purpose the fact that the property is of no value! If "such recital (he exclaims) be conclusive, the Constitution is no protection to me, and I am entirely without redress."

Passing by the consideration that this illustration presupposes the largest amount of total depravity, falsehood, and venality in Congress,

in the President, and in the judiciary, (a supposition no officer of the government should ever indulge in,) it is suggested that if such legislative averment of fact should be deemed *prima facie* evidence quite as disinterested as his contradictory protest of great value, and for a time override him, still he would be very low in personal standing if he was unable to command some judicial process to arrest the spoliation. And even then, with the presumption of fact thus assumed to be against him upon such an issue of value, the court, or some future legislature, might strongly incline to hear and relieve him.

Nothing, however, in such a case, can be imagined so calculated to retard his adjustment, or so beggar his demand, as to enforce against him his own standard of measuring the value of other people's property and sufferings!! If he were to plead before the redressing tribunal, legislative or judicial, his paper, wherein he assesses the dollars, and labors, and sufferings of other men, wherewith he forges the "confiscation" of Carmick & Ramsey, it is quite probable that his award of indemnification might give him measure for measure, might reduce him to a negative quantity, and require him to make some further contribution, and of real value to the public.

The Comptroller's further illustration presupposes joint depravity and idiocy in Congress and the President, with total prostitution in the claimants and their attorneys. As such, though in a grave official paper, it should not provoke even a passing criticism.

*Fourth.* It is obvious that the Comptroller has not consulted the documents within his reach, except *ex parte*. Even the report of the Senate committee of the 14th August, 1856, (a copy of which is herewith submitted, marked A,) and which, by a standard rule of construction, is ever deemed appropriate to explain, contemporaneously, the meaning of a statute, he blindly overlooks. He has hunted up fragmentary expressions in debate, and principally from the minority, on the passage of the law, to distort the law to his own evidently foregone conclusion, and to evade, repeal, or disregard it. And this he does as gravely as if he could not see that his argument thereon was directly in the teeth of his own conclusions. It is never parliamentary to "commit the lamb to the wolf." The opponents of a bill are never deemed the authoritative expounders of its object and intent, as this functionary seems to suppose. And whoever before imagined that an objection to a bill on its passage could in the slightest degree impair its validity as a statute? But in this instance the very objections urged against the passage of this law confute the conclusion that the "abrogation" of contract averred in it escaped the attention of Congress, or was misunderstood, or was intended to be committed to Mr. Comptroller's appellate advisement! The fact of *abrogation* was questioned in debate. The consequences of its averment were foretold in the very passages of the debate given by the Comptroller. And thus, with full notice, with fair understanding of the written words, with all the facts before them, *the contract itself spread out in the Senate committee's report, with no pretence that the sanction of Congress had been obtained*, the objections of those opposed to the bill, *founded on those very facts*, were overruled, and the bill as it now stands passed.

Lame, suicidal, indeed, as are, in these particulars, the conclusions of the Comptroller, his purpose is ill concealed. He has allowed himself to remain almost wholly uninformed as to the facts, or the prejudice of others has used the powers of his office to malign these claimants, and present a history defamatory of this legislation. All the pretended difficulties as to the time when the contract was to take effect, the condition of ratification by Congress, the orders for the mails contemporaneously with the final attestation of the contract, the expenditures before the contract was to take effect, the congruity of all these with the law as it now stands, were all fully explained by the committee's report herein before referred to.

As a just, rational, and sane officer, the Comptroller would have had perfect satisfaction on these points, (even though he be an infidel on the plain reading and letter of the law,) if he could be required to read this legislative exposition, so long in print and before his eyes. Instead of the pretence, in such bad taste, suggested by him, that Congress knew not what they were about, and had but a few sleepy hours at the close of a session to consider the matter, what are the facts? The subject was before that body and its committees for weeks during the last session of the 33d Congress. For many weeks during the first session of the 34th Congress it was again considered by the body and its committees. Two most elaborate printed memorials were on the desks of all the members, challenging the entire subject, and the whole of the Post Office Department, from its head down to its lowest subordinates, all engaged in efforts to defeat the law. The facts were almost wholly in public documents, on the shelves of the Capitol libraries and on the desks of members. For weeks especially was the matter before the committee of the Senate, to which tribunal again and again was Mr. Postmaster General Campbell challenged. He never, however, ventured to meet the inquiry. The documentary proofs were overwhelming, and he knew it, that he had used his official position to libel the claimants and their enterprise, and to deceive Congress, at the appropriate time, out of a just consideration of the subject. The law, as it is now before the President, was resolved on in committee many days before opportunity occurred for its report to the Senate. When the report was made, a majority of the body were already familiar with it, so much so that they had little need to debate it. The report of the committee accompanying the bill was in print two days, and on the tables of senators, before the subject was called up or debated. All this, after the perusal for weeks of the printed memorials and public documents, secured for the subject a general intelligence, unusual in measures of this description. The impeachment it involved of the head of a department had, independently of other considerations, attracted general attention in the Capitol. It is not believed that on any occasion, not involving a general public policy, more interest among members was ever awakened. The Postmaster General had all possible opportunities to meet the accusations against him, to explain and defend them. The committee offered him many more than he ventured to avail himself of. His agents were busy throughout the Capitol, and finally he was fairly overpowered by the truth, and the truth alone. The law was triumph-

antly passed. He, and all connected with him, and all others, at the time, considered it as the recorded judgment of Congress that the Postmaster General had wronged, foully wronged, the claimants, and that for the wrong damages were due them, and should be assessed and paid by the proper executive officers out of the funds of the government. No man was then crazy enough to suppose that Congress had so lamely and ignorantly attempted to accomplish this, their object, as to leave the whole matter to be re-examined and decided as Mr. Comptroller, in his judgment, without regard to that of Congress, might think, upon his revision of all the circumstances, was right. But the history of the law does not end here. At the last session of the 34th Congress, in December, 1856, the Postmaster General appealed to Congress to repeal it, and in this sought and obtained the assistance, officially, of Mr. Secretary of the Treasury Guthrie.—(See the Postmaster General's annual report of that date and that of the Secretary of the Treasury of the same date.)

Compare Mr. Campbell's historical narrative to Congress, but a compilation of his previous statement to Congress, then already familiar to the body, and you will identify almost the literal statement, over the signature of his successor, to the present Attorney General, and by him accepted as true on official comity. The same narrative, if not literally, substantially now appears again in renewed formal solemnity, over the signature of Comptroller Medill.

If Mr. Campbell did not know, what all others knew, that Congress had by their law, as they had a clear right to do, averred and found, and recorded as an intentional statufactory fact, *which no one should deny*, that the contract with the claimants had been abrogated by him; why did he so laboriously, yet so ingloriously, *seek of Congress its repeal or modification?* And why, so solicited, did they decline to repeal or modify?

Congress and its committees well knew what they had done was just what they had designed doing, and, therefore, deemed it derogatory to themselves, and to this their recorded will, to entertain the question of repeal, at the instance of the delinquent, the more especially as he had once been fully heard, adjudged, and convicted. But, at the session of Congress just closed, the law being still, as now, unexecuted by the Comptroller, the Judiciary Committee of the House, to whom the claimants' memorial upon the subject was referred, unanimously asserted, in a declaratory form, on the 11th June, 1858, that they could use no "more pointed words of command to the Comptroller" than were in the 6th section of the act of 1856, and that if the duty so exacted continued to be disregarded the only remedy was with the President. "If (say the committee) the First Comptroller has refused, or should refuse, to carry out this law, the President knowing it should cause him to be removed, and a person appointed who would obey the law. That Congress has taken its share of responsibility in declaring that a contract existed was abrogated, and that damages are due. Whether it has wisely or unwisely met and discharged that responsibility is not a question that can be reviewed now by the First Comptroller, the Secretary of the Treasury, the Postmaster General, or the President. That is a closed question. The President

has approved the law. In the opinion of the committee it is the duty of the First Comptroller to execute the existing law"—(See the whole report accompanying this paper, marked B.)

Such are the multiplied and reiterated testimonials to vindicate the letter and substance of this law, all of which Comptroller Medill passes by without remark, and apparently with studied contempt.

If Congress and its laws can thus be contumeliously disposed of by a subordinate executive officer of the treasury, under the form of administration, it is high time for Congress and the people to realize the fact!

The recorded will of Congress and of its committees in this matter, first and last, under the color of administrative proceedings, have been treated with almost supercilious contempt. As fully illustrating the subject, see the report of the Judiciary Committee of the House, No. 206, David Gordon's case, 3d session of 34th Congress, adopted by the House, p. 8. The committee there say, "this is the true doctrine, and whenever it is ignored or disregarded *oppression* must inevitably be the consequence. It is hardly necessary for the committee to superadd that it is the duty of an executive officer to obey the law, not to reverse, much less to *pervert or defeat it*. To insinuate that Congress was not well advised of the facts when it passed the supplemental act is, in the judgment of the committee, a gratuitous assumption. As before observed, it is their duty to carry out *what is plainly expressed in the law*, not to question the intelligence or the motives under the influence of which the legislative will is made manifest in the statute book. Whenever it can be ascertained that *a purpose is in contemplation* by an executive officer to DEFEAT or to PERVERT the solemn enactments of the two Houses of Congress, and especially THE HUMANE INTENDMENT OF REMEDIAL LAWS, PASSED FOR THE RELIEF OF PRIVATE CLAIMANTS, it is AN UNHALLOWED USURPATION, and should not only be rebuked, but, if persisted in, the HIGHEST POWERS of the legislative branch of the government should be invoked to PUT IT DOWN."

We can have no doubt that the President will also exercise the wholesome power with which he is invested by the Constitution to put down such an usurpation and contempt of law whenever and wherever it becomes necessary to prevent the legislative will from being defeated or perverted by a designing or ignorant executive officer. The 17th of the present month was the day appointed by the Comptroller himself to meet and confer with one of the undersigned, (Reverdy Johnson,) as the attorney of the claimants, to take up and consider the subject, pleading for the delay that had occurred the absence of two of his important clerks and the pressure of the current business of his office. This engagement was observed by his transmitting to that attorney, at Baltimore, through the mail, on the 11th instant, fifty-eight pages of irrelevant matter, ignoring and repudiating the very law itself! It is evident that, at the very time of the engagement just mentioned, this elaborate paper, which he calls a decision, was prepared, and required only to be copied to be made known by the Comptroller. So far from its being an "award" under the law, it is a palpable violation of it. It not only does not execute it, but declares virtually that Congress was ignorant upon the subject for which they legislated, and ought to be saved by this subordinate



from the consequences of such ignorance. Had this officer condescended to read, instead of superciliously passing by, the 7th page of the report of the Senate committee, before referred to, of the 14th August, 1856, marked A, he would have learned that the makers of the law never intended *him*, as their appellate advisor, to decide as to the fact of an "abrogation," any more than as to the fact of a contract. And he may, with as much propriety, charge Congress with untruth as to the fact of the contract as in respect to its abrogation. And this is the mode in which an act of Congress, passed for the relief of private citizens from official outrage, in the judgment of Congress entitling them to indemnity in money, is defied, or spurned, or "defeated," or "perverted."

As if this officer were unconscious of results, see page 3 of his paper for a suicidal confession. "Although (says he) in my conclusions *I do not reach the question of damages at all*, it may not be improper to advert to that branch of the case for the single purpose of showing the inconsistency of the demand with the provisions of the law."

So he barely "adverted" to the *only* question on which the execution of the law rested. That question he did "not reach in his conclusions."

In view of his own fancied irresponsibility, he now explains verbally, as we are credibly informed, that the President has no function whatever authorizing him to interpose. It being the high and salutary duty of the President, frequently and from necessity exercised, to see that the laws be executed, it is respectfully submitted that this case calls for the prompt execution of the power. The errors of this recusant officer must be corrected, or this law be suffered by the President to remain *unexecuted*, the will of Congress defied, and the rights of citizens outraged.

The President cannot himself do that which would be an execution of the legislative will, but he can direct it to be done by this official, or, he refusing, by selecting some one else to perform the duty.

Mr. Comptroller Whittlesey reported on the law before the incoming of the present officer, but, being arrested in his progress, did not "reach the question of damages." He only decided that damages were due. Was it pretended that that was an execution of the law? The law was, therefore, when Comptroller Medill came into office, *unexecuted*, and he now confesses that "in his conclusions" he did not "reach the question of damages at all." It consequently remains "*unexecuted*."

We confidently hope that the President will not permit laws to be thus construed off of the statute book; that he will not suffer mere forms of administration to extirpate the very essence of a statute, or the appearance or pretence of performance of duty to supply the office of performance in fact.

We, therefore, in behalf of the claimants in this instance, solicit at the hands of the President whatever may be found necessary to secure in good faith the execution of the law passed for their relief.

With high regard, we remain your obedient servants,

JOSEPH WILLIAMS.  
REVERDY JOHNSON.

The PRESIDENT of the United States.

UNITED STATES CONSUL AT BREMEN.

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LETTER

FROM

THE SECRETARY OF STATE,

ENCLOSING

*A communication addressed to the Committee on Foreign Affairs, in regard to increasing the compensation of the United States consul at Bremen.*

JANUARY 13, 1859.—Referred to the Committee on Foreign Affairs, and ordered to be printed.

DEPARTMENT OF STATE,  
*Washington, January 12, 1859.*

SIR: I have the honor to transmit herewith a letter in reply to a communication, dated the 8th instant, addressed to this department by Hon. G. W. Hopkins, Chairman of the Committee on Foreign Affairs, touching the expediency of increasing the compensation of the United States consul at Bremen, and request that you will give it the proper direction.

I am, sir, your obedient servant,

LEWIS CASS.

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

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DEPARTMENT OF STATE,  
*Washington, January 12, 1859.*

SIR: I have the honor to acknowledge the receipt of your communication of the 8th instant, transmitting a letter addressed to Hon. H. M. Phillips by Mr. I. R. Diller, the United States consul at Bremen, in reference to the inadequacy of the consular compensation allowed to the consulate at that place.

In reply to your request for any information upon the subject which the department can furnish, I have the honor to state that the com-

pensation attached to the office is \$2,000 per annum, and the consul is not permitted to transact business. The consular fees, which in 1857 amounted to \$1,177 27, are, under existing provisions of law, paid into the United States treasury. A large number of American vessels are constantly arriving in Bremen requiring the immediate attention not only of the consul himself, but one or two clerks, and since the establishment of a line of steamers between New York and Bremen the consular duties have been largely increased by the number of American travellers arriving and departing. The Bremen office is also made to some extent a distributing office for parcels and letters transmitted from the department to the United States consular and diplomatic officers residing on the continent, the rate of postage being about fifty per cent. less upon mail matter sent directly to Bremen than if forwarded via Liverpool. Bremen is also the principal port from which emigrants take their departure to the United States, the number thus leaving amounting in the first ten and a half months of 1858 to 22,522, and for the first nine and a half months in 1857 to 44,951. It will be readily seen that the time of an intelligent consul must be much occupied in furnishing emigrants with information and in attending to their wants. A competent clerk cannot be obtained for less than \$600 per annum, which, in consequence of the repeal of the seventh section of the act of August 18, 1856, regulating the diplomatic and consular systems of the United States, must be paid from the compensation provided for the consul. The cost of living in Germany has also within a few years largely increased, as will be seen by reference to the accompanying extracts from despatches of the United States minister at Berlin and the consul general at Frankfort, relating to the consulate at Bremen, to which the attention of the committee is respectfully invited.

It will thus be perceived, as stated by the United States minister at Berlin, that the consul "cannot, with the most rigid economy, live upon his present salary," and it is respectfully suggested, for the consideration of the committee, whether it may not be expedient to provide by law for an increase of the consular compensation at Bremen, and to authorize the department to appoint a limited number of consular clerks, who shall receive for their services a certain portion of the fees, to be determined by the President, of the consulates to which they shall be respectively assigned.

I am, sir, your obedient servant,

LEWIS CASS.

Hon. G. W. HOPKINS,

*Chair'n Com. on Foreign Affairs, House of Reps.*

No. 38.]

UNITED STATES LEGATION,

*Berlin, September 18, 1858.*

SIR: \* \* \* \* \*

In confirmation of my previous views, our trade with Bremen and Hamburg is rapidly increasing, but not in American vessels. The

import of cotton into Bremen this year, it is believed, will reach two hundred thousand bales. Of ten hundred and fifty-four vessels which arrived and departed from Bremen during the past year four hundred and sixteen were connected with our trade; fifty-one steamers also arrived from and departed to the United States during the same time. This increase is also visible in our trade with Hamburg. The duties of the consuls at these two ports are greatly on the increase; and from my own knowledge of the character of the services which they are called upon to perform, and the intimate relations they sustain to the trade and emigration to our country, I consider the subject of the increase of their respective salaries worthy of the immediate attention of the government. Neither of the gentlemen, with the most rigid economy, can live upon his present salary. The labors at either of these ports are equal to those at Havre, as well as other places, where the salaries are much greater.

I have the honor to be, most respectfully, your obedient servant,  
JOSEPH A. WRIGHT.

Hon. LEWIS CASS,  
*Secretary of State, Washington.*

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No. 166.] CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,  
*Frankfort, M., October 12, 1858.*

SIR:           \*           \*           \*           \*           \*           \*           \*

The Bremen district extends to and includes Bremerhaven which is 50 miles off from Bremen, the residence of the Consul, who nevertheless has often to go there on important business at his own private expense. A similar observation would apply to Hamburg the business of which stretches down to Cuxhaven.

This kind of expanded business makes it necessary that consuls should have at their official residence good and competent assistants, and such, even in this over-populated country, cannot be had without comparative liberal salary.

I would here remark that *cheap* assistance is of no use at all. It is dangerous to the consul and disreputable to the consular office, and of course to the government to employ such.

The framers of the last consular bill, and Congress itself, appear not to have taken into consideration the altered condition of affairs in Europe within the last few years. It has been estimated by writers on political economy, that the extraordinary influx of gold since the year 1848 has had the effect to increase the expense of living throughout Germany generally full fifty per cent., but it is to be observed that this increase has not been throughout universal or uniform. Many country places had already a superabundant population, and generally speaking, the country districts were over provided with agricultural and other laborers. The sudden increase of money had the effect to create a spirit of speculation, such as extravagant banking, railroad projects, manufacturing and other enterprises; and all this had a tendency to call population from the

country to the great centres, and so it has happened that while some districts have remained, as to expense and inhabitants, stationary, and others have retrograded, the flow of population to the important points, such as Frankfort, Bremen, Hamburg, etc., (and these three in particular,) where alone such enterprises could be brought to life and properly managed, has augmented the expenses at these places at least one hundred per cent., and what is worse the expense of living appears to be still gradually and constantly increasing.

The salary of \$2,000 for Bremen and Hamburg might have been very well ten or twenty years ago, when exports amounted to but little, when there were no steam packets, when there were but few travellers from America, and when the Germans had not been awakened by railroads and telegraphs from the primitive and simple mode of life to which they had been accustomed for centuries. But now all this is changed. The trade of the United States with Germany instead of passing through England, as heretofore, is in a state of transition, and with proper nursing will be a *direct trade*, as it ought to have been long ago. There is a disposition in this country to avoid contributing commissions, charges, taxes, etc., for English agencies, when the whole business can be better carried on direct between Germany and America. This favorable disposition it seems to me should be encouraged, and to do so the United States should have competent consuls, and to secure the services of such adequate salaries should be allowed. The large number of steam vessels engaged in the trade between America and the ports of Hamburg and Bremen, the extraordinary increase of travel, the numerous railroad facilities, which throw business to these latter places, have given them an importance and consequence not possessed a dozen years ago, and have altogether wonderfully augmented the duties of the consuls, and rendered it necessary for them to employ, at a great expense, competent assistants. It seems to me that to throw this charge of the entire increase upon the consuls themselves is altogether wrong. I hold that the salary allowed a consul is for his *own* services, for what he can do himself, not for what it is impossible for him to do, and which consequently must be performed by another person. Should the government refuse to pay for services *beyond* what is possible for the consul to perform personally, it is a question whether he would not be perfectly justified in permitting the work which he could not do himself to remain undone. The salaries of the honorable secretaries of the United States government, and that of the home officers under them, of our military officers, naval officers, etc., are intended as a remuneration for their own personal services, and not for an indefinite amount of business to be performed by others at their charge; and it seems to me particularly oppressive to require consuls to employ assistants at their expense when the whole benefit of the same inures to the government, in the shape of fees. I have always considered that the consuls' salaries were (or should be) graded according to the importance of their several posts and the responsibility of the duties connected therewith. If I am correct in this, it will be found that the salaries for Liverpool and London are also

altogether too low. Probably the numerous services a consul has to perform, and the calls upon his time, may not be sufficiently understood in Washington.

Messrs. Diller and Miller have given a very clear account of their own grievances, and I will, in another communication, furnish details of the onerous operations of this office. It will probably surprise that great class of Americans who suppose that a consular office is a mere sinecure; that is to say, that the government furnish consuls salaries for *nothing* in return.

To return to the subject of expense of living, it may be said that in Germany there are a few, but rather limited districts where cheap rates continue to prevail, and those are a few of the isolated valleys or the mountain districts far from the facilities of communication, where, from the peculiarity of their situation, it is impossible for railroads to penetrate, or to export any little surplus of provisions that may be raised. In such places comparative cheapness may still continue, but they are not Germany, and should not be a criterion on which to estimate the salaries of consuls, who, as a matter of course, are always placed at the important points, and subjected to the highest rates of the country.

Railroads have had the effect to equalize prices all over the continent, and so it happens that German produce cannot remain only a trifle lower here than in Paris or London. And what is very singular is that stocks never accumulate here. So soon as the supply amounts to a trifle over the wants of consumption the surplus is immediately sent to other markets.

Persons who emigrated to America ten years ago can give no correct estimate of the expenses of living here at present. Those who return on visits to Germany are astonished at the wonderfully enhanced value of everything. And that is one reason why so many of them make miscalculations as to the amount of money requisite for the visit, and find themselves here without the means of return. Like everything else, rents have likewise advanced probably to full as great an extent within the last ten years as in the city of New York, and servants' wages, and everything connected with the keeping of a household, have gone up at such a rate that families which had a regular limited cash income for support, and which afforded them not only the comforts, but the luxuries of life, are now compelled to use the utmost economy to secure the bare necessities of life.

The consuls of Hamburg and Bremen cannot live on the salaries allowed them. This is a fact which it is but reasonable should be better known to them and to me, and of which we are, of course, more competent to speak understandingly and positively than the entire American Congress. We are *sure*, whilst on this matter the honorable members can only guess at it. Those of them, however, who have travelled on the continent within the last few years and patronized the respectable hotels will be very apt to give our statements their unqualified support. No matter how you may limit the consular authority, or with what restricted powers you may clothe them, or what consuls may say to the contrary, they are looked upon

as the representatives of their country. It is so in Hamburg; it is so in Bremen; and it is so here, unless in those very cases where I am entitled to, and claim diplomatic privileges. Not being a diplomatic character, not having the means or the time to give diplomatic entertainments, I have constantly, as an excuse for these short comings, brought to the notice of *real* representatives that I am merely a commercial agent. I have thought this course advisable because, if the question should come up for discussion in this diplomatic crowded community, (as it has already indirectly,) I would be placed as belonging to the *commercial*, as in fact my commission has placed me. But in Hamburg and Bremen, where commerce is king, consuls general and consuls are representatives, say what they may to the contrary. It strikes me that this additional dignity voluntarily accorded to the consular character should not be disregarded, but encouraged, as it gives influence to the consul. And it really *looks bad*, and it is a source of mortification to every American traveller, and a deeper mortification and wrong to the consuls themselves, that they have not the means to show some little attentions to American masters of vessels, to American travellers, and occasionally to the citizens of the place of their residence. It is furthermore discreditable to our country and injurious too, that the consuls are compelled to refuse invitations to social entertainments for the sole reason that they are unable to give any in return. This, for my part, I care very little about, but for Mr. Diller and Mr. Miller, who have families with them, it seems to me it would be agreeable and beneficial were they to mingle in society. I think consuls should be forced by their instructions to cultivate the acquaintance and seek the society of the respectable part of the community in which they may be located. It offers an advantage to the country; it would enable the consul to gain important and useful information for the State Department; and it would also give him an opportunity to correct many errors and unfavorable impressions in regard to his own country. Messrs. Diller and Miller, who hold important positions at the first commercial ports in Germany—ports having a great and constantly increasing trade with the United States—situated as the consular instructions have placed them, have it not in their power to enter the society of the place; they have it not in their power to profit by the respect which the citizens are disposed to accord to their commissions. The dignity of their offices is restricted and their usefulness to the country limited solely from the want of adequate compensation.

I beg to hand you, herewith, marked No. 1, copy of a letter from Mr. Diller, and, No. 2, copy of a letter from Mr. Miller, in which those gentlemen have entered fully into the position of their respective consulates. These letters are so full as to require no comments from me, still in referring to them I cannot but add my entire conviction that \$4,000 salary and \$1,000 for office expenses would be no more than a reasonable compensation for those important consulates.

I have the honor to be, with respect, sir, your obedient servant,  
**SAM. RICHER.**

Hon. LEWIS CASS,  
*Secretary of State, Washington.*

CONSULATE OF THE UNITED STATES OF AMERICA,  
*Bremen, September 13, 1858.*

SIR: I desire to bring to your notice some facts in regard to the prices of living, &c., at this consulate, with a view to request that you may take such steps as to you may seem best in order to bring the matter to the attention of the government and of Congress.

The salary of this consulate is fixed by law at \$2,000. To this there is an allowance made of ten per cent. for rent, \$200—making together \$2,200. To secure two or three small rooms in the third story for myself and family, and one for an office in the second story, I must pay \$400 per year. I might probably get lodgings cheaper some distance out of town, but I am required by the regulations to keep my office in a central part of the city, while it is very convenient to my countrymen that I should live in the house where my office is, so as to be always accessible when my services are required out of office hours.

To secure the services of a competent clerk, familiar with the language of the country and with consular business, in accordance also with instructions, I must pay him \$600 per annum. Such an assistant is actually and positively necessary. The port of entry at Bremerhaven is fifty miles from this city, and my presence is frequently demanded there for several days together; there is also no provision made for expenses incurred in visiting the port. This amount, at least \$40 a year, I always paid out of my own pocket. There is no provision made for furnishing an office beyond a plain desk, and persons having business to do with this consulate would have to remain standing or take a seat on the floor, had I not purchased, out of my funds, a few chairs.

In this high northern latitude fires are positively necessary seven months in the year, yet the fuel used in my office comes out of my salary; lights also, which are necessary in winter on account of the shortness of the days, must be procured at my expense. These two latter items cost last winter thirty-one dollars.

When I first came here I tried boarding at a hotel, (there are no private boarding houses.) I used two rooms, dined at the *table d'hôte*, and was obliged to pay, including fire, lights, and service, \$100 per month. Thinking I could live more economically, I tried house keeping, but in the plainest style, and with but one servant, giving no parties of any kind, and refraining, for this reason, from attending any, only having a carriage for an hour or two occasionally when absolutely necessary; but I find I can live quite as cheaply at hotel, probably a little cheaper. I prefer, however, keeping house, if I were able, because it looks more respectable, particularly if the consul has a family.

Some articles of clothing are reasonable enough here, but, taken on an average, there is in that respect very little difference between this place and New York.

This being a large shipping port, I am frequently called upon to relieve destitute American persons who, having come to this country



on a visit to their friends and spent all their money, apply to me, with a passport under the broad-seal of the Department of State, for assistance to reach their adopted country. This class of persons are a source of great trouble and expense to the consul. Being citizens of the United States the authorities here are not disposed to help them, and one cannot see the poor creatures starving without coming to their relief. There ought to be some law adopted by which naturalized citizens coming to this country with a view of returning to America should be compelled to give security before leaving there that they would not become a charge upon the United States officials abroad. There is a law to that effect upon leaving this country, and why not a similar one when they return?

Again: there are now running between this port and New York two lines of steamers, giving us three arrivals per month. These invariably bring a number of Americans, who call upon the consul and seem to expect some attention from him. It not unfrequently happens that travellers are provided with letters from the President or heads of department, by which officials abroad are called upon to extend courtesy to the bearers. These matters, small individually, are of considerable importance in the aggregate. With anything like a decent salary, such little civilities would never be mentioned, for it is always a pleasure to be of service to our countrymen and show them attention.

I assure you, my dear consul general, that, living as I have in the plainest manner and with the greatest economy in all things, the last year I exceeded my salary nearly fifteen hundred dollars. Now, I hold that a consul at a point of as much importance as this is ought to have a salary sufficient to allow him to live respectably and maintain a decent appearance in society. I do not mean sufficient to enter into any extravagances—to keep a carriage or give large dinner parties or any such nonsense—but enough and only enough to live respectably. A comfortable house, with an office, could be rented for from six to eight hundred dollars. Twenty-five hundred dollars is as little as it could be kept up for, not counting in the furniture, which the consul would, of course, have to purchase. Clothing, fuel, lights, taxes, hire of servants, and contingencies, a thousand, making four thousand dollars; and another thousand for clerk hire, fuel, lights, and furniture for office, travelling expenses to the port, relief of worthy destitute Americans, &c.; altogether five thousand dollars. On my honor, I do not believe a single cent could be saved out of such a salary.

Now, let us look a moment at the importance of this port to American interests. The total number of arrivals and departures from this port last year was ten hundred and fifty sea-going vessels. Of this number, four hundred and sixteen ships and fifty-one steamers arrived and departed from and to the United States. The exports and imports to and from the United States amounted to 33,716,634 thalers, or about \$26,000,000. The emigration alone was over forty-eight thousand souls during last year from this port, the great ma-

jority of whom were well provided with means to locate in the south or west.

To say nothing of the rapidly increasing trade of this place, the amount of emigration alone makes it an important point to the interests of the United States; particularly, since England is moving heaven and earth to divert the people to Australia and the Cape, by large offers of money, free passage, and of lands. It is in the power of the consul to do much towards keeping emigration in the proper channel. Through his influence information on this subject may be published, and slanders against our country or her institutions refuted. By his correspondence, also, emigrant agents, to whom those wishing to emigrate look for advice, may be kept posted as to the inducements which our country offers. This is an important consideration in favor of placing this consulate on a better footing, and I beg you will dwell upon it in making your report to the government.

I have said all that I deem necessary to post you with regard to my position, its necessities and importance; and, begging pardon for inflicting on you so long a despatch, I remain, with sentiments of high regard, your very obedient servant,

ISAAC R. DILLER,  
*United States Consul, Bremen.*

SAMUEL RICHER, Esq.,  
*United States Consul General, Frankfort-on-the-Mayne.*

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CONSULATE OF THE UNITED STATES OF AMERICA,  
*Hamburg, September 10, 1858.*

DEAR SIR: Your letter informs me that my opinion as to the amount of salary upon which a consul may live respectably at this post is desired. Under the new law, which forbids the consul from engaging in any business, and transfers the fees for all official services to the government, although several persons have been appointed, no one has been able to remain here. Except when filled by a vice-consul, who was a merchant in business, no consulate can be said to have been permanently maintained here under the new law. The only appointee who has had the hardihood to make the attempt, was a person of good habits and of great economy, a married man, with one child. As the history of his trials and escape show what can be done in Hamburg, on the present salary, I shall give you the account as the facts are related to me by the most friendly and reliable authority.

As there is no provision made for any suitable furniture, fuel or lights for an office, the consul was forced to hold his consular office in his hotel rooms, which, during the eighteen months that his struggle lasted, were shifted some four times, in the vain endeavor to bring his expenses within his income. Not being able to employ a clerk, he was compelled to have his baby's nurse and his wife's chambermaid act as his interpreter, while he personally carried the numerous packages consigned to his care by the government, to the different package, post, and express offices. He was thus dodging about for a

year and a half, to the great annoyance of all the merchants and captains of vessels, who with difficulty could keep track of the consulate, at which the law compels them personally to appear and swear to their invoices, landing certificates, and other papers. After a gallant struggle against difficulties which could not be overcome, he was glad to avail himself of an escape from his dilemma by accepting a free passage home, in consideration of services to be rendered after his arrival in the United States.

Hamburg is a city of nearly 200,000 inhabitants, with a foreign commerce surpassing that of any city on the continent, with several lines of sailing vessels and a semi-monthly line of steamers to New York. No American citizen will fail to blush for his country when informed that the consul of his nation was compelled by the insufficiency of his salary to resort to such shifts, which have not failed to excite the derision of the Hamburg community. As there is no such thing known here as private boarding houses, hotels or house-keeping are the only available accommodations; the latter involves an outfit of furniture, and to those unaccustomed to German servants and customs, is extremely troublesome and expensive. The hotels which pretend to neatness and comfort are as expensive as those in our own large cities. Four thousand dollars is as little as any man of family can live respectably upon in Hamburg; and unless a consul thus lives he must fail to exercise that influence with the community and the authorities which he is frequently called upon to exert for the benefit of his countrymen. A provision of one thousand dollars a year should likewise be provided for clerk hire and office expenses, as an experienced and competent clerk should be attached to each important seaport consulate.

The result of the experiment of a salary of two thousand dollars at Hamburg has thus far resulted in a total failure to obtain any permanent incumbent for the office, and without drawing largely on my own private resources, it would be utterly impossible for me to remain even for the winter.

No one can and no one will long retain the position, who is fit to discharge the duties, unless the government make more liberal provisions for the maintenance of this consulate.

Very respectfully yours,

JOHN B. MILLER,  
*U. S. Consul.*

Hon. SAMUEL RICHIE,  
*Consul General.*

No. 55.]

CONSULATE OF THE UNITED STATES OF AMERICA,  
*Bremen, December 8, 1858.*

SIR: \* \* \* \* \*

I herewith enclose a table (No. 1) showing the rates of postage on letters of  $\frac{1}{2}$  ounce from London to different parts of Europe, and from Bremen to the same places, based upon information received from the

postmaster here. It will be perceived that the difference in favor of Bremen is fully fifty per cent., and a consequent saving of that amount to the department.

Next with regard to mails. We have two daily mails by railroad from this city, connecting with the leading routes to all parts of the continent, so that after reaching here the advantages are, in point of speed, the same as if sent from London.

Except during the winter months, a weekly despatch-bag could be sent to me by the Bremen and Hamburg steamers, each making alternate semi-monthly trips, and in the winter each making alternate monthly trips.

Arrangements can be made with the post office department here to bring to Bremen my despatch-bag from Hamburg, on the arrival of their steamers, in the regular mail-wagon under charge of the mail-guard, for a small compensation. \* \* \* \* \*

I have the honor to be your obedient servant,

ISAAC R. DILLER,  
*United States Consul, Bremen.*

Hon. LEWIS CASS,  
*Secretary of State, Washington.*

*Table showing the difference in postages from Bremen and London to the following places on letters up to one-half ounce.*

Place.	From Bremen.	From London.	Difference in favor of Bremen.
	Cents.	Cents.	Cents.
German States—			
To Baden .....	7	16	9
To Bavaria .....			
To the Hesses .....			
To Frankfort .....			
To Austria .....			
To Prussia .....			
To Saxony .....			
To Brunswick .....			
To Wurtemberg .....			
To Lubec .....	3	16	13
To Nassau .....			
To Hanover .....			
To Denmark .....			
To Holland .....			
To Greece .....			
To Papal States .....			
To Hamburg .....			
To Modena, Parma, &c .....			
To Norway .....	19	32	13
To Russia .....			
To Sardinia .....			
To Alexandria .....			
To Genoa .....			
To Nizza .....			
To Zurich .....			
To Sweden .....			
To Switzerland .....	10	23	13

The difference of postage on private matter is also in favor of Bremen, though not to so great an extent as upon letters.

CHARLES REY, UNITED STATES CONSUL AT ST. MARTIN.

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LETTER

FROM THE

SECRETARY OF STATE.

ASKING

*An appropriation for the relief of the United States Consul at St. Martin.*

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JANUARY 13, 1859.—Referred to the Committee on Foreign Affairs and ordered to be printed.

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DEPARTMENT OF STATE,  
*Washington, January 12, 1859.*

SIR: I have the honor to transmit herewith a letter in reply to a communication, dated the 8th instant, addressed to this department by Hon. G. W. Hopkins, chairman of the Committee on Foreign Affairs, touching the expediency of an appropriation for the relief of Charles Rey, United States Consul at St. Martin, and request that you will give it the proper direction.

I am, sir, your obedient servant,

LEWIS CASS.

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

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DEPARTMENT OF STATE.  
*Washington, January 12, 1859.*

SIR: I have the honor to acknowledge the receipt of your communication of the 8th instant, touching the expediency of an appropriation for the relief of Charles Rey, United States consul at St. Martin.

In reply to your inquiries for information on the subject, I have to state that Mr. Rey was re-appointed United States commercial agent for the Netherlands part of the island of St. Martin on the 25th of June, 1855, having previously held the same appointment from June, 1848, to August, 1852. At the suggestion of the department, provi-

sion was made by the act of March 1, 1855, for a salary of \$500 per annum for the commercial agency at St. Martin, which, however, was cut off by the act of August 18, 1856, which went into operation on the 1st of January, 1857.

The north part of the island belongs to the French, and the south part to the Dutch. On the 22d of December last, Mr. Rey was appointed and confirmed consul of the United States for the whole island; he will thus be required to open two consular offices, one in the French and the other in the Dutch part of the island, and the expenses of the consulates will thereby be considerably increased. The consular duties having thus been enlarged, and the office raised to the grade of a consulate, it is recommended either to restore the compensation formerly attached to the commercial agency, or, should the committee deem it expedient, to increase the amount to one thousand dollars, and to place the consulate in Schedule C. The fees of the commercial agency in 1857 amounted to \$114 46. Should a salary be affixed to the office, the fees for the *whole* island will probably amount to about \$300, and, under existing provisions of law, will be paid into the treasury of the United States.

I am, sir, your obedient servant,

LEWIS CASS.

Hon. G. W. HOPKINS,

*Chairman of the Committee on Foreign Affairs,  
House of Representatives.*

KANSAS.—CONTINGENT EXPENSES OF THE SEVERAL  
GOVERNORS OF.

LETTER

FROM THE

SECRETARY OF THE TREASURY,

COMMUNICATING

*A report of the Comptroller of certain contingent expenses incurred in  
Kansas.*

JANUARY 13, 1859.—Referred to the Committee of Ways and Means.

TREASURY DEPARTMENT, *January 12, 1859.*

SIR: I have the honor to enclose herewith a report of the First Comptroller of the 7th instant, enclosing a statement of contingent expenses incurred by the several Governors of Kansas up to the appointment of Governor Medary, for which no provision has been made by law, and to request that the necessary appropriation may be made for defraying them.

Very respectfully, your obedient servant,

HOWELL COBB,  
*Secretary of the Treasury.*

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

*Statement showing the amounts expended and incurred by the Executive of the Territory of Kansas, on account of contingent expenses, and for which an appropriation is required:*

Wilson Shannon, due him on account.....	\$156 03
Robert J. Walker, due him on account.....	301 68
Robert J. Walker claimed, but for which proper vouchers are to be presented.....	587 00
James W. Denver, due him on account.....	676 22
Expenses incurred and unpaid.....	458 30

2,179 23



TREASURY DEPARTMENT,  
*Comptroller's Office, January 7, 1859.*

SIR: Enclosed herewith I have the honor to submit a statement exhibiting the amounts expended and incurred by the several governors of the Territory of Kansas up to the appointment of Governor Medary, on account of contingent expenses, for which an appropriation is required; and to that end I have respectfully to request that the same may be brought to the early attention of Congress.

I am, respectfully, your obedient servant,

W. MEDILL, *Comptroller.*

Hon. HOWELL COBB,  
*Secretary of the Treasury.*

CONTINGENT EXPENSES OF THE TREASURY DEPARTMENT.

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LETTER

FROM THE

SECRETARY OF THE TREASURY,

COMMUNICATING

*A statement of the expenditure of the contingent fund of that department.*

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JANUARY 13, 1859.—Laid upon the table and ordered to be printed.

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TREASURY DEPARTMENT,  
*January 12, 1859.*

SIR: I have the honor to transmit herewith, in compliance with the 20th section of the act of 26th August, 1842, a detailed statement of the manner in which the contingent fund of this department has been expended from the 30th June, 1857, to 30th June, 1858, (marked A,) and of the southeast extension building, (marked B,) together with the statements furnished by the heads of the several bureaus of this department, numbered from 1 to 13 inclusive.

I am, very respectfully,

HOWELL COBB,  
*Secretary of the Treasury.*

Hon. JAMES L. ORR,  
*Speaker of the House of Representatives.*

## A.

*Analytical statement of the contingent expenses of the office of the Secretary of the Treasury from July 1, 1857, to June 30, 1858.*

To whom paid.	For what object.	Amount.	Total.
<b>Taylor &amp; Maury</b> .....			
	6 reams copying paper, at \$2 50.....	\$15 00	
	1 blank book.....	75	
	4 reams envelope paper, at \$2 50.....	10 00	
	2 boxes rubber, at \$1 25.....	2 50	
	6 reams letter, at \$3 50.....	21 00	
	12 reams white quarto post, at \$3 50.....	42 00	
	6 brushes, at 37½ cents.....	2 25	
	2 boxes pens, at \$1 50.....	3 00	
	4 reams cap, at \$3 50.....	14 00	
	50 pounds twine, at 50 cents.....	25 00	
	6 reams large wrapping, at \$10 50.....	63 00	
	3 boxes pens, at \$1 50.....	4 50	
	1 box white rubber.....	1 25	
	2 boxes ink, at \$3 50.....	7 20	
	4 dozen pencils, at 50 cents.....	2 00	
	1 dozen penknives.....	18 00	
	12 elastic inkstands, at \$1.....	12 00	
	1 roll tape.....	1 50	
	1 thick copying book.....	3 50	
	2,000 extra envelopes, adhesive, at \$5 50.....	11 00	
	1 blank book.....	50	
	1½ ream letter, at \$3 50.....	6 25	
	10,000 official envelopes and printing, at \$6 50.....	65 00	
	1 dozen mullage.....	9 00	
	1 ream letter.....	1 75	
	1 dozen bottles carmine ink.....	6 00	
	1 engraving gold pen and holder.....	3 50	
	12 boxes classical pens, at \$1 50.....	18 00	
	6 pounds wax, at \$1.....	6 00	

2 boxes eyelets, at 75 cents.....	1 50
6 reams large note, at \$1 50.....	9 00
6 reams copying, at \$2 50.....	15 00
3 gold pens and holders, at \$3 25.....	9 75
4 reams Bath post, at \$3 50.....	14 00
2 reams large wrapping, at \$10 50.....	21 00
1 dozen mucilage.....	9 00
4 ream copying.....	1 25
4 reams large wrapping, at \$10 50.....	42 00
2 gross pens, at \$1 50.....	3 00
1 dozen pairs office shears.....	12 00
4 dozen long penholders, at 75 cents.....	3 00
8 packets thick English post, at \$2 50.....	20 00
6 boxes barrel pens, at 75 cents.....	4 50
8 boxes white letter, at \$3 50.....	28 00
6 reams blue quarto, at \$3 50.....	21 00
10 dozen drawing pencils, at 50 cents.....	5 00
2 packets thick English letter, at \$2 50.....	5 00
2 packets English letter, at \$2 50.....	5 00
1 large gold pen and holder.....	4 50
1 dozen balls large twine.....	4 50
6 reams copying, at \$2 50.....	15 00
2 boxes notarial wafers, at 25 cents.....	50
1 dozen carmine.....	6 00
1 large gold pen and holder.....	5 00
1 date-holder.....	1 00
6 gross pens, at \$1 50.....	9 00
8 reams cream-laid, at \$3 50.....	28 00
1 dozen pieces sponge.....	4 50
6 reams large brown wrapping, at \$10 50.....	63 00
2 reams thick consular, at \$7 50.....	15 00
2 volumes (Nos. 6 and 7) <i>Opinions Attorneys General</i> , at \$3 50.....	7 00
36 sheets large card blotting.....	3 00
1 dozen mucilage.....	9 00
1 dozen erasers.....	3 00
1 dozen taste needles.....	75
1 blank book.....	1 25
1 box mucilage.....	9 00
4 dozen pearl knives.....	9 00

## A—Continued.

To whom paid.	For what object.	Amount.	Total.
Taylor and Maury—Continued.	1 dozen long folders..... 8 packages thick English note, at \$1 50..... 2 packages small English note, at \$1 25..... 10, 000 government envelopes and printing, at \$6 50..... 6 packets thick English envelopes, at 75 cents..... 4 packets large English envelopes, at 50 cents..... 25 bundles pink tape, at 50 cents..... 1 box large thick envelopes..... 1 box smaller envelopes..... 2 dozen erasers, at \$3..... 4 dozen penholders, assorted, at 75 cents..... 1 box small letter envelopes..... 1 box thick note envelopes..... 6 patent inkstands, at \$1..... 1 blank book..... 4, 000 letter envelopes, at \$3 50..... 6 reams copying, at \$2 50..... 5 reams ruled note, at \$1 50..... 2 gold pens and holders, at \$3 50..... 6 packets English note, at \$1 50..... 3 reams cap, at \$3 50..... 6 boxes extra envelopes, at \$3 50..... 2 boxes extra envelopes, government size, at \$6 50..... 1, 000 letter size, extra thick, envelopes..... 1 ream blue cap..... 6 reams smooth buff envelope paper, at \$2 50..... 2 boxes eyelets, at 75 cents..... 1 dozen elastic inkstands..... 2 boxes ink, at \$3 60..... 1 dozen penknives..... 12 boxes large pens..... 6 lbs. sealing-wax, at \$1.....	\$3 50 12 00 2 50 65 00 4 50 2 00 12 50 2 50 2 50 6 00 3 00 2 25 2 50 6 00 1 25 14 00 15 00 7 50 7 00 9 00 10 50 21 00 11 00 6 50 3 50 15 00 1 50 12 00 7 20 18 00 18 00 6 00	

6 boxes classical pens, at \$1 50.....	9 00
4 boxes rubber, at \$1 25.....	6 00
1 ream plain letter.....	3 50
6 reams large brown wrapping, at \$10 50.....	63 00
1 thick copying book.....	4 25
1 smaller book.....	3 25
1 ream Kent letter.....	3 50
12 reams letter, at \$3 50.....	42 00
24 bundles red tape, at 50 cents.....	12 00
4 reams cap, at \$3 50.....	14 00
1 dozen mucilage.....	9 00
4 reams copying, at \$2 50.....	10 00
200 white linen envelopes.....	6 00
400.....do.....do.....	12 00
200.....do.....do.....do.....	4 00
6 sheets parchment.....	3 25
8 dozen lead pencils, at 50 cents.....	4 00
12 gross pens, at \$1 50.....	18 00
3 pieces silk taste, at \$3.....	9 00
6 reams note paper, at \$1 50.....	9 00
4 reams large brown wrapping, at \$10 50.....	42 00
4 dozen penholders, at 50 cents.....	2 00
2 boxes white wafers, at 50 cents.....	1 00
6 boxes extra English envelopes, at \$3 50.....	21 00
6 reams letter, at \$3 50.....	21 00
1 dozen cards pens.....	3 00
6 dozen lead pencils, at 50 cents.....	3 00
1 dozen ink.....	3 60
6 patent inkstands, at \$1.....	6 00
1 large sponge.....	63
1 dozen large bottles copying ink.....	9 60
1 chamois skin.....	75
6 gold pens and holders, at \$4.....	24 00
2 dozen carmine ink, at \$3.....	6 00
6 boxes pens, at \$1 50.....	9 00
6 reams cap, at \$3 50.....	21 00
50 lbs. twine, at 50 cents.....	25 00
1 table bell.....	3 75
1 large inkstand.....	12 50

## A—Continued.

To whom paid.	For what object.	Amount.	Total.
Taylor & Maury—Continued .....			
	12 sheets oiled paper, at 25 cents .....	\$3 00	
	50 bundles red tape, at 50 cents .....	25 00	
	1 large date-holder .....	4 50	
	6 reams copying, at \$2 50 .....	15 00	
	10.....do.....at \$3 50 .....	25 00	
	2 boxes Harrison's ink, at \$3 60 .....	7 20	
	1 New York City Directory .....	4 50	
	1 Philadelphia Directory .....	3 50	
	4 reams smooth envelope paper, at \$3 50 .....	10 00	
	4 reams Bath paper, at \$3 50 .....	14 00	
	2 reams large wrapping, at \$10 50 .....	21 00	
	12 boxes seal wafers, at 25 cents .....	3 00	
	6 boxes steel pens, at \$1 50 .....	9 00	
	4 reams commercial note, at \$1 50 .....	6 00	
	1 dozen patent inkstands .....	12 00	
	1 dozen large muckle .....	9 00	
	12 gross classical pens, at \$1 50 .....	18 00	
	1 table inkstand .....	10 50	
	1.....do..... .....	9 50	
	6,000 buff official envelopes, at \$3 50 .....	17 50	
	4 large ivory propelling pencils, at \$1 50 .....	6 00	
	6 reams quarto post, at \$3 50 .....	21 00	
	6 cards pens, at 25 cents .....	1 50	
	1 dozen pieces tape .....	3 00	
	3 reams double medium, at \$8 50 .....	25 50	
	2 reams extra flat ruled paper, at \$14 .....	28 00	
	2,000 large government envelopes .....	27 00	
	4 reams cream laid note, at \$8 75 .....	16 00	
	2 bundles extra large wrapping, at \$31 .....	43 00	
	2 boxes pens, at \$1 50 .....	3 00	
	6 reams letter, at \$3 50 .....	21 00	

2 boxes extra envelopes, at \$4 50.....	9 00
1 dozen boxes pens, assorted, at \$1 50 .....	18 00
6 dozen pencils, at 50 cents .....	3 00
3 reams foolscap, at \$3 50.....	10 50
1 dozen manila.....	6 00
1 dozen long ivory folders.....	3 50
1 dozen penknives.....	18 00
2 packets thick English letter, at \$3 75.....	6 50
1 blank book .....	1 25
1 dozen erasers.....	3 00
9 dozen sheets card blotting, at \$1 20.....	10 80
4 lbs. wax, at \$1.....	4 00
6 reams wide ruled letter, at \$3 50 .....	21 00
2 boxes extra thick envelopes, at \$4 25 .....	8 50
6 reams quarto, at \$3 50 .....	21 00
1 large copying book.....	3 50
1 box pens .....	1 50
1 dozen manila.....	6 00
2 reams large brown wrapping, at \$10 50.....	21 00
1 dozen manila.....	3 00
2 blank books, at \$1.....	2 00
1 blank book .....	1 00
2 large ivory rulers, at \$3 75 .....	7 50
1 long gutta percha ruler.....	75
1 copy Taylor's Statistics of Coal.....	5 00
25 reams copying paper, at \$2 50.....	62 50
12 reams Kent quarto post, at \$3 50.....	42 00
1 ream white folio post.....	1 50
1 ream blue folio post.....	1 50
3 reams white foolscap, at \$4 50 .....	13 50
3 reams blue foolscap, at \$4 50 .....	13 50
2 reams plain wove cap, white, at \$4 50 .....	9 00
2 reams plain wove cap, blue, at \$4 50 .....	9 00
4 reams consular paper.....	1 25
1 ream white law paper .....	2 00
5 reams quarto post, assorted, at \$4 .....	20 00
4 reams blue letter paper, at \$4 .....	16 00
4 packages thick English quarto post, at \$2.....	8 00
1 ream thin French letter .....	1 00



## CONTINGENT EXPENSES OF

## A—Continued.

To whom paid.	For what object.	Amount.	Total.
Taylor & Maury—Continued .....			
	2 reams white vellum note, at \$1.....	\$2 00	
	6 reams white laid note, assorted, at \$3 .....	18 00	
	1 quire white medium.....	1 00	
	2 reams envelope paper, at \$4 50.....	9 00	
	1 quire large brown envelope.....	1 00	
	1 ream blotting.....	3 50	
	500 official envelopes.....	2 50	
	1,000 envelopes.....	6 00	
	500 letter envelopes.....	2 50	
	500 note envelopes.....	1 50	
	3 dozen gold pens, assorted, at \$18 .....	54 00	
	3 dozen gold pens, assorted, at \$36.....	108 00	
	45 gross steel pens, assorted, at \$2 .....	90 00	
	200 quills.....	2 00	
	1 dozen red and blue pencils.....	2 50	
	12 dozen Faber's best pencils, at \$1 50 .....	18 00	
	1 inkstand.....	1 50	
	2 red inkstands.....	85	
	2 bottles ink, at 50 cents.....	1 00	
	2 bottles copying ink, at \$1.....	2 00	
	4 bottles carmine ink, at 40 cents .....	1 60	
	1 box carmine ink.....	6 00	
	6 pounds wax, at \$1 50 .....	9 00	
	3½ dozen penknives, assorted, at \$24 .....	84 00	
	3 dozen office shears and scissors.....	6 00	
	24 dozen red tape, at 40 cents.....	9 60	
	12 dozen silk taste, assorted, at \$1 .....	12 00	
	4 pounds rubber, at \$1 50 .....	6 00	
	5 pounds fine twine, at 60 cents.....	3 00	
	12 round rulers, assorted, at 25 cents.....	3 00	
	6 flat rulers.....	1 00	
	2 rolling rulers, at 75 cents.....	1 50	



## CONTINGENT EXPENSES OF

## A—Continued.

To whom paid.	For what object.	Amount.	Total.
T. Triplett.....	Printing and ruling.....	.....	\$28 50
C. Bohn.....	1 map of Washington City.....	.....	5 00
De Bow's Review.....	1 year's subscription.....	.....	5 00
M. W. McCluskey.....	1 copy of Political Text Book.....	.....	3 00
J. H. Reins.....	Hack hire, &c.....	\$5 84	
	Postage on official letters.....	4 16	
	Postage on official letters.....	13	
H. Blan.....	Covering seats for carriage.....	.....	10 13
J. H. Reins.....	Washing towels.....	.....	3 00
A. Seesford.....	Book binding.....	.....	10 00
T. W. Fowler.....	2 volumes American Eloquence.....	5 00	
	6 copies List of Post Offices.....	3 00	648 36
J. H. Reins.....	Washing towels.....	21 50	
	Extra services.....	100 00	
	Sealing ships' registers.....	50 00	
	Express, &c.....	7 30	
	1 water jar.....	.....	8 00
D. Burnett.....	Samples of stationery, as follows:	.....	178 80
R. Farnham.....	1 ream folio post, at \$2.....	1 00	
	4 reams foolscap, at \$3.....	12 00	
	1 ream foolscap, at \$3.....	3 25	
	1 ream despatch cap, at \$6 50.....	2 00	
	1 ream law cap, at \$4.....	27 00	
	9 reams letter, at \$3.....	1 50	
	1 1/2 ream letter, at \$1.....	2 00	
	1 ream note.....	10 50	
	3 1/2 reams laid note, at \$3.....	1 50	
	1 1/2 ream copying, at \$1.....	50	
	1 ream buff envelope.....	50	
	3 quires large brown wrapping.....	50	

3 ream blotting paper.....	25
800 official envelopes, at 35 cents.....	2 10
300 letter envelopes, at 30 cents.....	90
300 note envelopes, at 15 cents.....	45
14 gold pens, without cases.....	11 67
14 gold pens, with cases.....	21 00
21 gross steel pens, at \$3.....	63 00
24 gross platinum pens, at \$3.....	7 50
1 gross albatra pens.....	3 00
100 quills.....	10
1 gross quill pens.....	3 00
3 dozen Faber's pencils, at 30 cents.....	90
4 dozen other pencils, at 10 cents.....	40
1 dozen red and blue pencils.....	1 00
14 ivory propelling pencils.....	2 33
14 Fry's inkstands.....	4 67
14 glass inkstands.....	3 50
1 bottle copying ink.....	50
1 bottle writing ink.....	10
1 bottle blue ink.....	10
24 bottles carmine ink, at 10 cents.....	2 40
100 official wafers.....	10
3 pound red wafers.....	5
2 pounds sealing wax.....	2 50
14 erasers, at \$2 per dozen.....	2 33
14 penknives, at \$15 per dozen.....	17 50
14 letter stamps.....	1 16
14 pairs shears.....	1 16
3 pair scissors.....	1 25
1 sp. ol red tape.....	50
2 dozen red tape.....	50
1 dozen silk tape.....	1 00
1 pounce box.....	4
14 sand boxes.....	58
2 wafer boxes.....	8
1 pound rubber.....	50
1 bottle pounce.....	13
1 ball twine.....	25
14 rulers.....	58

## CONTINGENT EXPENSES OF

## A—Continued.

To whom paid.	For what object.	Amount.	Total.
R. Farnham—Continued.	14 ivory folders .....	\$1 16	
	10 dozen penholders .....	2 50	
	2 dozen steel-tipped penholders .....	1 00	
	2 boxes eyelets, at 26 cents .....	50	
	1 copy Eulogies on Clay, Calhoun, and Webster .....		\$224 98
H. Brooks .....	Freightage .....		1 00
Adams' Express Company .....	Binding and ruling .....		4 50
W. A. Harris .....	1 ream large wrapping paper .....		31 60
R. Farnham .....	1 pound rubber .....	3 00	
	2 pass-books .....	50	
	1.....do .....	62	
	1.....do .....	50	
	4 reams letter, at \$3 .....	12	
	12 bottles mucilage, at 63 cents .....	12 00	
	1 blank book .....	7 50	
	1 ream copying paper .....	1 25	
	4 dozen penholders, at 25 cents .....	1 00	
	2 reams large wrapping paper, at \$3 .....	1 00	
	1 dozen rulers .....	6 00	
	24 dozen red tape, at 25 cents .....	6 00	
	2 boxes pens, at 25 cents .....	50	
	1 cork-screw .....	1 00	
	1 dozen penknives .....	15 00	
	2,000 letter envelopes, at \$3 .....	6 00	
	12 gross steel pens, at \$3 .....	36 00	
	4 dozen inkstands .....	2 00	
	1 pound sponge .....	2 25	
	1 blank book .....	40	
	1 pair German silver dividers .....	3 50	
	1 dozen mucilage .....	3 75	
	1 penknife .....	1 25	

1 pair shears .....	8
1 ream blue cap paper .....	6 50
3 reams copying paper, at \$1 .....	3 00
3 gross steel pens, at \$3 .....	9 00
1 dozen erasers .....	2 00
3 pencils for card-writing .....	38
1 dozen mucilage and brushes .....	7 50
1 gross pens .....	3 00
1 dozen penknives .....	15 00
1 screw-driver .....	75
1 pound gum arabic .....	1 00
1 dozen mucilage .....	3 75
6 gross steel pens, at \$3 .....	18 00
2 dozen barrel pens, at 25 cents .....	50
2 reams large brown wrapping paper, at \$3 .....	6 00
1 copying book .....	3 00
6 pair shears .....	50
2 gross steel pens, at \$3 .....	6 00
12 dozen silk braid, at \$1 .....	12 00
3 dozen penholders, at 25 cents .....	75
1 dozen steel-tip penholders .....	25
3 reams letter paper, at \$3 .....	9 00
1 penknife .....	1 25
2 blank books .....	38
1 ream white blotting paper .....	6 50
1 dozen inkstands .....	3 00
1 dozen erasers .....	1 00
1 penholder .....	25
1 portfolio .....	3 00
6 paper weights, at 50 cents .....	3 00
1 pair scissors .....	8
1 dozen ivory folders .....	1 00
1 gross steel pens .....	3 00
1 dozen propelling pencils .....	2 00
6 reams white letter paper, at \$3 .....	18 00
2 boxes labels .....	50
6 boxes wafers .....	2 25
3 boxes eyelets, at 30 cents .....	90

## A—Continued.

To whom paid.	For what object.	Amount.	Total.
Democratic Review.....	1 year's subscription.....	.....	\$5 00
Wm. B. Shaw.....	Travelling expenses.....	.....	25 00
J. B. Kent.....	Services as temporary clerk.....	.....	59 94
G. R. Smith.....	1 engraving of President Buchanan.....	.....	5 00
W. A. Brown.....	Matches, candles, and soap.....	.....	5 81
C. W. Boteler.....	1 dozen paper baskets.....	.....	12 00
Todd & Co.....	1 buffalo robe.....	.....	11 00
R. Farham.....	1 dozen muslinage.....	\$7 50	
	1 ream laid note paper.....	3 00	
	1 ream Bath letter paper.....	3 00	
	500 white letter envelopes.....	1 50	
	2 reams copying paper.....	2 00	
	1 dozen penknives.....	7 50	
	2 boxes envelopes.....	4 50	
	500 letter envelopes.....	1 50	
	12 reams letter paper, at \$3.....	36 00	
	1,000 envelopes.....	2 25	
	1 ream foolscap.....	3 00	
	1 dozen black ink.....	1 20	
	1 ream blue paper.....	10 00	
	Ruling ditto.....	2 00	
	1 roll red tape.....	50	
	9 reams paper, at \$3.....	27 00	
	4 gross pens, at \$3.....	12 00	
	4 dozen inkstands.....	2 00	
	4 dozen penknives.....	7 50	
	2 reams copying paper.....	2 00	
	1 dozen penknives.....	7 50	
	6 reams letter paper.....	18 00	
	1 dozen bottles ink.....	60	
	2 gross steel pens, at \$3.....	6 00	
	6 spools red tape, at 60 cents.....	3 00	

		400 20
Difference in exchange, gold pen and case.....	15 00	
1 copying book.....	3 50	
2 reams note paper.....	6 00	
12 dozen red tape, at 25 cents.....	3 00	
4 dozen propelling pencils.....	1 00	
2 dozen lead pencils.....	7 20	
6 pounds sealing wax, at \$1 25.....	7 50	
3 boxes wafers, at 50 cents.....	1 50	
4 ream heavy flat cap.....	3 75	
1 dozen ink.....	1 20	
1,500 letter envelopes.....	4 50	
14 gross pens.....	4 50	
12 quarts copying ink.....	6 00	
18 dozen steel pens.....	4 50	
1 dozen mucilage.....	7 50	
2 reams letter paper, at \$3 50.....	7 00	
2 balls twine.....	50	
4 reams foolscap.....	12 50	
4 dozen erasers.....	1 00	
4 dozen penknives.....	7 50	
4 dozen inkstands.....	2 00	
Sponge and buckskin.....	2 00	
6 reams letter paper, at \$3.....	18 00	
2,000 envelopes.....	4 50	
10 reams wrapping, at \$3.....	30 00	
2 dozen penknives.....	30 00	
4 penholders.....	1 00	
12 gross steel pens, at \$3.....	36 00	
500 quills.....	50	
		34 50
12 skins, Russia leather.....	14 00	
6 skins, English calf.....	8 75	
6 skins, English cochineal leather.....	3 75	
6 skins, blue leather.....	19 00	
12 skins, Turkey morocco.....	12 00	
24 skins, large law sheep.....	11 00	
24 skins, blank sheep.....	6 87	
12 skins, ex. sheep.....	22 50	
500 pounds binders' boards.....		
Cashill, Copper, & Fry.....		



## A—Continued.

To whom paid.	For what object.	Amount.	Total.
Caskill, Copper, & Fry—Continued.	6 pounds thread.....	\$3 90	
	3½ pounds twine.....	1 16	
	1 pound twine.....	1 42	
	3 pieces binders' muslin.....	15 75	
	3 packs gold leaf.....	22 50	
	2 agate burnishers.....	2 50	
	Box and drayage.....	1 25	
	1 volume Cyclopaedia.....		\$179 85
D. Appleton.....	Freightage.....		3 50
Washington Branch Railroad.....	1 volume Raudall's Jefferson.....		4 00
W. D. Phelps.....	5 Directories.....		3 00
A. Boyd.....	43 parts Spencer's History of the United States.....		10 00
Johnston, Fry, & Co.....	1 copy Goodyear's History of all Nations.....		10 50
H. N. Thompson.....	Subscription for one year.....		8 00
Shipping List, &c.....	Travelling expenses.....		7 00
R. Ricketts.....	Services as temporary clerk.....		50 00
T. B. Kent.....	Printing and ruling.....		103 33
C. Wendell.....	1 copy National Portrait Gallery.....		9 00
R. Hart.....	1 copy Johnson's Map of the United States.....		25 00
R. Cromwell.....	Services as temporary clerk.....		10 00
T. B. Kent.....	do.....	93 33	
	do.....	103 33	
	do.....	100 00	
	do.....	100 00	
	do.....	56 66	
	Subscription for one year.....		453 32
Silliman's Journal.....	2 volumes Cyclopaedia.....		6 00
Virtue & Co.....	Matches, candles, and soap.....		12 00
Brown & Brothers.....	1 copy Mitchell's Atlas.....		8 33
T. B. Tilden.....	Advertising.....		12 00
Washington Union.....	1 copy Homes of American Statesmen.....		20 00
M. A. Holcomb.....			4 00

10 25

C. Wendell.....	Printing and ruling.....	1 50
R. Farnham .....	1 portfolio.....	7 00
	1 ream medium paper.....	1 50
	6 dozen steel pens, at 25 cents.....	1 25
	3 balls twine.....	2 00
	2 reams copying paper.....	88
	1 large punch.....	4 50
	24 sheets oil paper.....	80 00
	8 reams medium paper, at \$10.....	3 50
	1 eyelet-machine.....	50
	1 punch and file.....	30
	1 box eyelets.....	21 00
	6 large gold pens, at \$3 50.....	3 00
	1,000 envelopes.....	12 00
	12 dozen silk taste, at \$1.....	25
	1 saddlers' punch.....	9 00
	3 gross pens, at \$3.....	1 50
	500 letter envelopes.....	12 00
	4 reams letter paper, at \$3.....	2 00
	1 dozen erasers.....	1 20
	1 dozen carmine.....	18 00
	6 gross pens, at \$3.....	30 00
	4 reams cap. ruled.....	21 00
	6 reams letter, at \$3 50.....	3 00
	2 dozen sponges.....	12 00
	4 reams letter, at \$3.....	3 00
	1,000 letter envelopes.....	6 00
	24 dozen red tape, at 25 cents.....	15 00
	1 dozen penknives.....	18 00
	6 gross pens, at \$3.....	3 00
	1 gross barrel pens.....	2 00
	1,000 notarial wafers.....	3 00
	2 reams copying paper.....	7 50
	1 ream flat cap, ruled.....	18 00
	6 gross steel pens, at \$3.....	12 00
	4 reams ruled note paper.....	1 00
	1 dozen red and blue pencils.....	2 50
	2 penknives.....	7 50
	1 dozen mudlage.....	

## A—Continued.

To whom paid.	For what object.	Amount.	Total.
<b>R. Farnham—Continued.</b>			
.....	2 gross pens.....	\$6 00	
.....	2 reams large brown wrapping.....	6 00	
.....	4 dozen inkstands.....	4 00	
.....	6 packs blank cards.....	2 00	
.....	2 gross steel pens.....	6 00	
.....	1 large lakstand with bell.....	7 50	
.....	11 reams double thick letter, at \$6 50.....	71 50	
.....	Printing 11 reams, at \$5.....	55 00	
.....	12,000 envelopes, at \$3.....	36 00	
.....	2,000 large square envelopes, at \$6 50.....	13 00	
.....	7,500 extra square envelopes, at \$10.....	75 00	
.....	20,000 official envelopes, at \$3 50.....	70 00	
.....	Printing 27,500, at \$3.....	82 50	
.....	1 brush for mullage.....	3 00	
.....	1 gross steel pens.....	3 00	
.....	6 reams note, at \$3.....	18 00	
.....	1,500 envelopes, at \$3.....	4 50	
.....	6 gross steel pens, at \$3.....	18 00	
.....	2 dozen penholders.....	50	
.....	1 gold pen-case.....	1 50	
.....	4 dozen ivory folders.....	50	
.....	3 gross steel pens.....	9 00	
	Services as temporary clerk.....		\$836 26
	1 copy Colton's General Atlas.....		13 33
	Advertising.....		15 00
	Subscription.....		30 00
	Binding.....		7 50
	Opinions of Attorneys General.....		78 00
	1 set United States Statutes at Large.....	3 00	
	.....	38 50	
	1 volume American Cyclopaedia.....		41 50
	.....		3 50
	<b>D. Appleton &amp; Co.</b>		
	J. F. Randolph.....		
	J. W. Wilson.....		
	Penny/vanlan.....		
	Bechnell's Reporter.....		
	A. Seaford.....		
	W. H. & O. H. Morrison.....		

Washington Union.....	Subscription.....	20 00
Journal of Commerce.....	Subscription.....	10 00
James Carter.....	History of the United States, 2 volumes.....	10 00
R. H. Marcellus.....	Binding.....	94 49
Mrs. L. Beedle.....	Services of her son in book bindery.....	166 00
		<hr/>
		10,601 36

## RECAPITULATION.

Blank books and binding.....	32,327 58
Stationery.....	4,804 95
Advertising.....	901 81
Extra clerks.....	526 59
Miscellaneous.....	2,040 42
	<hr/>
Amount of warrants on treasurer.....	18,000 00
	<hr/>
Balance paid into the treasury and account closed.	

## CONTINGENT EXPENSES OF

B.—Analytical statement of the contingent expenses of the southeast executive building from July 1, 1857, to June 30, 1858.

To whom paid.	For what object.	Amount.	Total.
H. Sengstack	Painting and glazing.....	.....	\$24 62
Washington Gas Company.....	Gas.....	.....	612 85
Thomas Bowling	Whitewashing.....	.....	46 00
T. J. Jones.....	Sweeping chimneys.....	.....	33 35
A. Cowling.....	Livery of horse.....	.....	173 87
Thomas Furse	Repairing water spouts, &c.....	\$14 13	
	Blackening stoves.....	10 00	
	Mending water cooler.....	1 50	
	Cleaning grates.....	1 75	
	Repairs of roof.....	41 60	
H. Kaiser.....	Repairing chairs, tables, and other furniture, and furnishing locks, knobs, &c.; packing.....	.....	68 98
H. Blau.....	Oilcloth.....	4 25	
	Linen shade.....	2 50	
	Repairing matting.....	1 50	
	Making and putting down matting and carpeting.....	212 38	
	Covering tables and chair.....	8 50	
	Making sofas.....	20 00	
Noell & Boyd.....	Repairing blinds.....	1 75	
	Venetian blinds.....	16 00	
Gregg & Snyder.....	1 horse.....	.....	17 75
R. C. West.....	Expenses of horse.....	.....	340 00
Hooe, Brother & Co.....	240 yards matting, at 37½ cents.....	75 00	
	Binding for do.....	1 50	
	Carpeting, matting, &c.....	634 62	
W. W. Farr.....	Clocks.....	.....	711 19
Campbell & Coyle.....	97½ pounds of rope.....	.....	31 00
C. Sleigh.....	Patent gas burners.....	.....	15 60
		.....	45 00

W. D. Wallace.....	Advertising.....	2 19
W. T. Barr.....	Seavenger's work.....	300 00
H. Ernest.....	Cleaning and repairing furnaces.....	40 00
S. H. Young.....	Coal, 107 3/8 tons, at \$5 33; and 33 3/8 tons, at \$5 58.....	772 81
	131, 33 1/2 tons coal, at \$5 43.....	711 45
	20 tons coal, at \$5 33.....	109 00
	153 1/2 tons coal, at \$5 43.....	84 66
	Oak wood.....	120 75
	Oak wood.....	40 25
W. A. Brown & Bro.....	Matches, soap, candles, &c.....	1,838 92
Boyd Smith.....	Medical attendance.....	12 87
Tappan & Co.....	Harness, &c.....	5 00
C. W. Boteler.....	Chairs, pitchers, tumblers, &c.....	9 76
R. Gudgin.....	Surgical attendance and medicine.....	51 19
D. Egan.....	Hauling dirt.....	4 00
	92 cords hickory wood, at \$6 75.....	3 75
	30 cords oak wood, at \$5 50.....	621 00
	130 cords oak wood, at \$4 75.....	165 00
	5 cords pine wood, at \$4 75.....	692 50
	6 cords oak wood, at \$5 75.....	23 75
	35 cords oak wood, at \$5 25.....	34 50
	15 cords hickory wood, at \$7 25.....	183 75
	Putting in glass.....	108 75
W. E. Carr.....	Painting and graining.....	14 13
	Glazing.....	15 00
	Painting box.....	103 64
	Painting box.....	1 00
H. Parry.....	2 marble slabs and repairing mantel.....	133 77
P. Brannan.....	Sawing wood, 8 cords, at \$1 25.....	15 00
James Pilling.....	Repairing doors, furniture, &c.....	10 00
S. Wells.....	Mending chair.....	97 87
G. Carter.....	Sawing wood.....	1 50
T. M. Riggs.....	Painting and graining.....	232 93
B. D. Carpenter.....	Charcoal, 31 1/2 bushels, at 10 cents.....	30 00
T. Donivan.....	Sawing wood.....	31 25
B. W. Reed.....	Matches.....	152 30
Washington Union.....	Advertising.....	87
		1 80

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Barnes & Mitchell .....	Matting .....	\$331 94	
	Cotton .....	25 34	
	Carpeting, \$289 69; oilcloth, \$6 67 .....	296 36	
	Thread, 25 cents; table cover, \$4 50 .....	4 75	\$658 39
S. H. Schneider & Co .....	Furnishing and repairing locks, keys, bolts, fastenings, &c. ....	131 62	
	19 grates, at \$4 .....	76 00	
	13 fronts, at \$4 .....	52 00	
	6 pairs andirons .....	15 05	
	Hooks, &c .....	5 00	
Kidwell & Co .....	Sponge, camphor, &c .....	...	279 67
A. J. Joyce .....	Blacksmithing .....	66 90	13 75
	Bar-iron .....	9 00	
	Smithing, mending carriage, &c .....	63 12	129 02
J. L. Savage .....	Screw driver .....	37	
	8 springs .....	3 00	
	Rope .....	12 00	
	Brushes, sponge, &c .....	5 60	
L. J. Middleton .....	Ice .....	...	21 77
S. Lewis .....	Repairing clock .....	...	45 80
Sibley, Guy & Co .....	Stoves and fixtures .....	...	58 00
L. Murphy .....	Harness .....	...	77 40
Thompson & Bro .....	Gas fixtures, &c .....	...	11 37
J. Hassan .....	Hauling dirt .....	...	79 40
Mountainay & Co .....	Cleaning furnace .....	...	1 69
	Pipe, putting up stoves, &c .....	3 00	
	Zinc for stairs .....	12 08	
	Mending stove and above .....	6 72	
		3 27	95 07

J. Jillard & Son .....	Sponge .....	6 75
C. Woodward .....	Stove and pipe .....	23 06
George Brooks .....	Sawing wood .....	2 50
J. E. Wroe .....	Mending hearths, setting fronts with brick, and repairing fire-places .....	260 50
Charles Cummer .....	2 mahogany desks .....	56 00
G. R. Hall .....	Repairing sleigh .....	6 00
G. Cunningham .....	Saw-dust, 2 barrels .....	2 00
Howell & Morrell .....	Lard and sperm oil .....	99 60
R. E. Doyle .....	Services as watchman of Corcoran's building from July 1, 1857, to June 30, 1858, at \$50 per month .....	600 00
Plant & Ball .....	Furnishing materials and repairing fire-places .....	86 50
R. Adameon .....	Services as scavenger .....	60 00
P. White & Co .....	Soap, brushes, matches, &c. ....	12 62
P. T. Kuehling .....	Keys, picking lock .....	1 50
M. Smith .....	Charcoal, 120 bushels .....	9 60
David Robinson .....	Sawing wood .....	39 37
Reese & Handy .....	Putting down carpets .....	4 00
T. J. Galt & Co .....	6 cords pine wood, at \$6 50 .....	39 00
	5 tons coal, at \$6 75; 2 cords wood, at \$7 and \$7 50 .....	48 25
David Walsh .....	Cleaning ash-pit .....	87 25
John Henderson .....	Repairing locks, keys, &c. ....	9 00
Thomas Odes .....	Cleaning ash-pit .....	6 25
		9 00

## RECAPITULATION.

Watchman of Corcoran's building from July 1, 1857 to June 30, 1858 .....	\$600 00
For wood and coal from July 1, 1857, to June 30, 1858 .....	3,796 27
For gas light .....	612 85
For advertising .....	3 99
For carpenter's and mason's work, painting, glazing, &c., upholstering, and hardware from July 1, 1857, to June 30, 1858 .....	1,787 55
For matting, carpeting, &c. ....	1,389 51
For livery and horse .....	515 92
For miscellaneous items .....	1,479 19
	<hr/>
	10,155 38



No. 1.—*Statement of the contingent expenses in the office of the First Comptroller of the Treasury from June 30, 1857, to June 30, 1858.*

24

CONTINGENT EXPENSES OF

To whom paid.	For what object.	Amount.	Total.
Clagett & Dodson .....	15½ yards carpeting, at \$1 25, \$19 22; ¼ pound thread, 63 cents; 1 piece binding, 50 cents; 30½ yards carpeting, at \$1 12½, \$41 31.	.....	\$61 69
Joseph Gawler .....	Repairing stool, 37½ cents; making shelf, \$1; repairing stool, 75 cents; making stand to chair, \$2.	\$4 12½	
	Covering table, &c., \$11 25; caning chair, \$1; office chair, \$9; making partitions in case, \$3 75.	25 00	
	Making shelf for desk, \$1 75; 2 newspaper files, \$2 25; putting draw in table, \$1 25; making stand, \$5.	10 25	
	Mahogany bookcase, \$102 23; repairing stool, 37 cents; making shelf, \$1 25; caning and repairing chair, \$3 25.	107 10	
	Making base to cases, \$5 50; covering chair seat, \$1; putting up signs to rooms, \$1 50; covering table, \$2.	10 00	
	Taking down shelves, &c., 50 cents; covering chair seat, \$1; making stool, \$1 25; varnishing case, \$1 50.	4 25	
	Covering, &c., chair seat, \$1; covering desks with cloth, \$13 75; repairing chair, 25 cents.	15 00	
	Making steps, \$2; ditto and shelf, \$2 50; repairing 3 chairs, \$1 12; covering table, \$3.	13 62	
	Repairing chair, 25 cents; repairing door, 50 cents; making table, \$5; making 2 book rests, \$2.	7 75	
	Making 1 walnut desk, \$18 50; repairing chair, \$1.	19 50	216 59
Washington City post office.....	Postage on letters.....	.....	130 48
Edwin Green.....	Making curtain, &c., \$2; repairing chair, 75 cents.	.....	2 75
James E. Towers.....	Telegraphic dispatch.....	.....	3 85
Taylor & Maury.....	Gold pen, \$3 75; penknife, \$2 75; office bell, \$3; pair shears, \$1; red and blue pencil, 25 cents.	.....	
	1 dozen E. & B. pencils, \$3; 1 dozen carmine ink, \$3; 1,000 envelopes, \$6 60; 2 packs plain cards, 75 cents.	10 75	
	1 ream blue letter, \$3 50; 2 dozen penholders, \$2 50; 2 packages note paper, \$3 50; 2 gross pens, \$3.	13 25	
		11 50	

6 reams white letter, \$21; 2 boxes envelopes, \$3 75; 40 dozen tape, at 25 cents, \$10; pair dividers, 75 cents.....	35 50	
2 packs plain cards, 75 cents; pair German silver dividers, \$2 95; set of Statutes at Large, 10 volumes, \$45.....	48 00	
4 packets large note paper, \$6; Congressional Directories, \$3; Blue Books, \$21.....	30 00	149 00
Binding 1 book, 44 quires, \$9; cutting 2 reams paper, 50 cents; full binding Register of Accounts, 6 quires, \$15.....	24 50	
Printing heads, and index to same, \$7 50; binding 1 volume Statutes at Large, 75 cents.....	8 25	
Register of Letters Received, 64 quires, full bound, printed heads, \$21 12½; Register of Letters Forwarded, same, \$21 12½.....	42 25	
2 sets morocco tags, at \$2 per set, \$4; Register of Accounts, 5 quires, \$15; printing same, \$3 75.....	22 75	
Lettering blank book, 25 cents; making 3 index books, medium, at \$4 50 each, \$13 50.. Half binding Territorial Laws, 27 volumes, at 62½ cents each.....	13 75	
Binding 2 super royal books, 5 quires each, at \$3 per quire, \$30; printing heads to same, at 75 cents per quire, \$7 50; binding 2 volumes Statutes at Large, \$2 50.....	16 87	
Binding 1 nine-quire ledger, and paging same, at \$3 12½ per quire, \$28 12; index to same, \$3.....	40 00	
Binding Congressional Globes and Appendix, 3d session 34th Congress, \$3; binding 3 books, of 7, 6, and 5 quires, at \$2 50 per quire, \$45.....	31 12	
Printing 18 quires, at 75 cents each, \$13 50; covering paper weight, 50 cents.....	48 00	
Lettering 180 volumes public documents, at 12½ cents per volume, \$22 50; binding 3 Warrant Books, at \$9 each, \$18.....	14 00	
Half binding 4 blotters, at \$1 25 each, \$5; binding 2 demy books, 6 quires each, at \$2 per quire, \$24.....	40 50	29 00
Mahogany office desk, \$38; oak revolving chair, \$10.....	330 99	
Picking lock, 25 cents; 4 keys, \$2; brass hook, 25 cents; repairing lock, 38 cents; repairing copying press, \$6 75; cartage, 50 cents.....	48 00	
Washing towels, at \$9 per quarter, 4 quarters.....	10 13	
Making step ladder.....	36 00	
Ice from January 1 to December 31, 1857.....	1 25	
5 papers tacks, 36 cents; hatchet, 75 cents; basin, 75 cents; pins, 25 cents.....	88 12	
Repairing 2 locks, \$1; repairing press handle, 75 cents; picking 2 locks, 50 cents; making 2 keys, 75 cents.....	2 11	
Making wood horse, \$1; fixing cases, \$2.....	3 00	
Congressional Globe and Appendix for 1st session 35th Congress.....	3 00	
	6 00	
Thomas Tripiett.....		
G. M. Wight.....		
L. H. & G. C. Schnelder.....		
C. Ourand.....		
S. Ourand.....		
L. J. Middleton.....		
B. W. Reed.....		
C. Schnelder.....		
J. K. Wade.....		
John C. Elves.....		

## No. 1—Continued.

To whom paid.	For what object.	Amount.	Total.
<b>R. Farnham</b> .....	7 gross steel pens, at \$3, \$21; 1½ dozen penknives, \$27 50; 1½ dozen gold pens and cases, \$33.....	\$31 50	
	1 blue and red pencil, 8 cents; 1,000 official envelopes, \$3 50; 500 letter envelopes, \$1 50; 2 dozen penholders, 50 cents.....	5 58	
	7½ reams letter paper, at \$3, \$22 50; 3 ebony rulers, 12 cents; 1 gutta percha ruler, 63 cents; 2 erasers, 16 cents.....	23 41	
	2 spring inkstands, \$1; 2 dozen carmine ink, \$2 40; 6 spring inkstands, \$3; 2½ reams note paper, \$6 75.....	13 15	
	4 dozen ivory folders, 50 cents; 1 dozen lead pencils, 30 cents.....	80	
			\$124 44
<b>Estate of R. Farnham</b> .....	1 gross steel pens, \$3; 1 ream letter paper, \$3; 500 letter envelopes, \$1 50; 1 ream white note paper, \$3.....	10 50	
	2 large inkstands, \$1 50; 1 letter clip, 50 cents; 1,000 envelopes, \$3 50; 2 drawing pens, \$2 75; 1 gold pen and case, \$1 50.....	9 75	
	1 blank book, \$1 25; 1 penknife, \$1 25; 1 gold pen and case, \$1 50; making alphabet to blank book, \$1 25.....	5 25	
	1 ream foolscap, \$3; 6 pair paper sheers, 50 cents; 1 box white pea wafers, 38 cents; 1 penknife, \$1 25; gold pen, &c., \$1 50.....	6 68	
	2 gross steel pens, \$6; mullage, \$1 50; glass inkstands, \$3 75; box blank cards, \$1 50; penknife, \$1 25.....	14 00	
	4 dozen ivory propelling pencils, \$1; 12 bottles ink, \$1 20; gold pen and case, \$1 50; 2 white pasteboards, 20 cents.....	3 90	
	4 ream note paper, \$3; dozen carmine ink, \$1 20; 2 dozen lead pencils, 60 cents; 1 ream blue foolscap, \$3 50.....	8 30	
	1 ream white foolscap, \$3; dozen ivory propelling pencils, \$3.....	5 00	
	6 gross steel pens, \$18; 7 reams letter paper, \$21; 4,000 envelopes, \$13 50; 1 ream blue letter paper, \$3 50.....	56 00	
	Clayton's Fourth Diary, \$1 50; 4 dozen lead pencils, \$1 20; Parsons on Contracts, \$12; 2 reams envelope paper, \$1.....	18 70	
	1 ream brown wrapping paper, \$3; 1 ream pink blotting, 50 cents; 2 lbs. gum arabic, \$2.....	5 50	
	2 reams white blotting paper, \$13; 2 reams foolscap, \$6; 2 brushes, 60 cents; 2 balls thread, 60 cents.....	90 10	

2 dozen ink, quarts, \$3 40; 4 dozen folders, 50 cents; 4 dozen erasers, \$1; 6 pieces sponge, 50 cents; 6 bottles mullage, \$1 50.....	5 90
1 box large eyelets, 30 cents; 3 dozen carmine ink, \$3 40; 5½ reams letter paper, \$16 50; 2 dozen penholders, 50 cents.....	19 70
1 dozen holders, 50 cents; 4 dozen rulers, 25 cents; 1 parallel ruler, 75 cents; 2 copies Brightley's Digest, \$12; 4 gross pens, \$12.....	25 50
12 packs blank cards, \$3; 2 inkstands, \$2 75; 1 ream flat cap, \$6 50; 6 dozen red tape, \$1 50; Webster's Dictionary, \$6.....	19 75
4 dozen lead pencils, \$1 20; 2 penknives, \$3 50; 2 dozen red and blue pencils, \$2.....	5 70
.....	.....
Making and putting down carpet, \$5 50; taking up and cleaning carpets, \$5; tobacco, 75 cts.....	240 23
Repairing blinds, &c.....	14 25
1 gross matches, \$3; soap, \$2.....	1 50
Thomas C. Burns.....	5 00
D. Hauptman.....	4 50
George W. Stewart.....	14 40
Adams' Express Co.....	50
W. D. Wallach.....	12
Andrew Boyd.....	2 00
Thomas B. Tilden.....	13 00
C. Wendell.....	.....
.....	89 50
.....	40 50
.....	16 00
.....	.....
2 American Almanacs, 1853, bound.....	146 00
.....	2 50
Total.....	1,061 40

## RECAPITULATION.

For blank books, binding, &c.....	£176 98
For stationery books, &c.....	537 28
For office furniture, repairs, &c.....	334 78
Miscellaneous .....	313 34
	<hr/>
	1,661 40

*General estimate of the condition of the fund appropriated for contingencies for the office of the First Comptroller, as required by the 20th section of the act of August 26, 1842.*

Date.	State of appropriation.	Amount.	Total.
1857.			
July 1	Balance due by disbursing clerk.....	\$32 46	
	Amount appropriated by act of March 3, 1857..	1,800 00	
	Amount in Treasury June 30, 1858.....	200 00	
			<b>\$2,032 46</b>
July 1	By Treasury warrant No. 8436.....	500 00	
Oct. 1	By Treasury warrant No. 8965.....	500 00	
1858.			
Jan. 6	By Treasury warrant No. 9443.....	400 00	
May 17	By Treasury warrant No. 135.....	200 00	
June 30	By balance due disbursing clerk.....	28 94	
			<b>1,628 94</b>
	By expenditures from July 1, 1857, to July 1, 1858.....	1,661 40	
	Balance to credit of appropriation.....	371 06	
			<b>2,032 46</b>

## No. 2.

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the Second Comptroller of the Treasury, prepared in obedience to the provisions of the 20th section of the act of Congress of August 26, 1842.*

State of the appropriation.	Amount.	Total.
Amount in the Treasury June 30, 1857.....	\$200 00	
Amount appropriated by the act of March 3, 1857, for the fiscal year ending June 30, 1858.....	1,500 00	
		<b>\$1,700 00</b>
Balance due the agent June 30, 1857 .....	162 83	
Between the 1st July, 1857, and June 30, 1858, there was expended for the necessary objects required for the despatch of the public business, as will appear by the statement subjoined, the sum of.....	1,418 87	
Balance in agent's hands.....	118 30	
		<b>1,700 00</b>

*Analytical statement of the contingent expenses of the office of the Second Comptroller of the Treasury from July 1, 1857, to June 30, 1858.*

THE TREASURY DEPARTMENT.

29

To whom paid.	For what object.	Amount.	Total.
T. Triplett.	Binding Intelligencer, part 2, 1856.....	\$3 00	
	Binding Union, part 2, 1856.....	3 00	
	Binding 1 volume Letters.....	2 50	
	Half binding, in Russia, 6 volumes Navy Register.....	3 75	
	Half binding, in Russia, 3 volumes Army Register.....	1 87	
	Half binding, in Russia, 1 volume General Orders.....	62	
	Full binding, in Russia, 1 volume Army Register.....	1 00	
	Full binding, in Russia, 1 volume Red Book.....	1 80	
	Full binding, in Russia, 2 volumes General Orders.....	2 00	
	1 demy book, 8 quires, \$12; paging same, \$1 20.....	13 20	
	1 demy book, 6 quires, \$9; paging same 75 cents.....	9 75	
	Ruling and full binding, Russia bands and ends, 1 report book, royal, 9 qrs.....	20 70	
	Printing 8 quires for same.....	6 00	
	Ruling and full binding 2 demy books, 9 quires.....	27 00	
	Paging 1 of same.....	1 80	\$97 19
H. Egan	Making and laying matting and removing furniture.....		5 00
Gales & Seaton	National Intelligencer, 1 year to August 26, 1857.....		10 00
Joseph Gawler	Repairing office furniture.....		7 75
William F. Bayly	Washington Union, 1 year to July 1, 1857.....		10 00
W. H. & O. H. Morrison	7 volumes United States Laws, 1856.-57.....	7 00	
	11 volumes United States Statutes at Large, at \$3 50.....	38 50	45 50
George C. Jackson	Washing towels, 2d quarter 1857.....	7 50	
	2 match safes, 50 cents; 24 cakes soap, \$1 50.....	2 00	
	4 tumblers, 50 cents; 2 brooms, 62 cents.....	1 12	
	Camphor and tobacco for carpets.....	50	
Barnes & Mitchell	48½ yards velvet carpet, at \$3 12½.....	100 14	11 12
	2 satin damask curtains.....	94 01	
	40 yards matting, at 50 cents.....	20 00	

## CONTINGENT EXPENSES OF

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Barnes & Mitchell—Continued			
	1 piece extra binding.....	\$0 63	
	11½ yards floor oil cloth, at \$1 25 .....	14 06	
	Removing furniture and taking up carpet.....	4 00	
	Fitting and laying down 45 yards oil cloth.....	6 76	
	60 yards extra English oil cloth, at \$1 50.....	90 00	
			\$329 59
James Pilling.....	Putting down sill, and cutting out stone.....		1 00
Thomas Triplett.....	Ruling and full binding 1 demy book, 10 quires, \$10; paging same, \$1 20.	11 20	
	Full binding 19 volumes Senate Documents, at \$1 .....	19 00	
	Half binding 18 volumes Senate Documents, at 75 cents .....	13 50	
	Binding Union and Intelligencer, part 1st, 1857 .....	6 00	
			49 70
Thomas C. Burnes.....	6 dozen boxes matches.....		1 50
L. J. Middleton.....	Half bushel ice daily, from May 1 to October 31.....		39 75
James C. McGuire.....	2 mahogany tables.....		5 00
John Mountenay.....	Cleaning stove and making 4 new joints .....		5 00
Joseph Gawler.....	Making fire screen.....		8 00
T. Triplett.....	Binding 12 volumes estimates.....	9 00	
	Ruling and full binding report book, 10 quires, royal.....	25 00	
	Printing 9 quires for same.....	6 75	
	Full binding, in calf, 5 volumes Law Reports.....	6 25	
			47 00
Taylor & Maury.....	6 Congressional Directories.....	2 25	
	2 boxes black ink, \$7 20; 5 gross pens, \$7 50 .....	14 70	
	1 dozen red ink, \$4 50; 2 pounds gum arabic, \$1 50.....	6 00	
	4 reams letter paper, \$14; 2 pounds wafers, \$1.....	15 00	
	3 dozen lead pencils, \$1 50; 2 quarts sand, 10 cents .....	1 60	
	1,000 letter envelopes, \$3 50; 2 balls twine, 76 cents .....	4 25	
			43 80
George C. Jackson.....	Washing towels, 3d quarter, 1857 .....	7 50	
G. Swackhamer.....	United States Democratic Review for 1857 .....		5 00

Thomas Triplett.....	Lettering 24 volumes Documents, at 25 cents .....	6 00
	Lettering 4 volumes Journals .....	1 00
	Ruling 4 quires super royal paper .....	1 25
	Binding 2 volumes Reports .....	2 00
John O. Clark.....	Making duplicate copies of annual statements of the appropriations of War, Navy, and Interior for the fiscal year 1856-'57, for the use of Congress .....	10 25
George C. Jackson .....	Washing towels, for 4th quarter 1857 .....	25 00
	2 wooden buckets, 50 cents; 24 cakes soap, \$1 50 .....	2 00
Joseph Gawler .....	Making mahogany desk and table .....	35 00
	Making 2 fire screens, \$8 and \$5 .....	13 00
	Covering 5 tables with canvas .....	14 00
	Repairing office furniture .....	7 25
George R. Smith.....	1 engraving of the President .....	3 83
R. Farnham, estate of .....	3 penknives, \$3 75; 1 pair shears, 8 cents .....	3 00
	1 ream laid note paper .....	12 25
	4 gross steel pens, \$12; 1 corkscrew, 25 cents .....	2 75
	2 patent portfolios, \$1 75; 4 dozen erasers, \$1 .....	2 38
	2 pounds gum arabic, \$1 75; 1 portfolio, 63 cents .....	3 04
	1,000 letter envelopes, \$3; 2 quarts sand, 4 cents .....	1 30
	1 dozen bottles black ink, \$1 20; 100 quills, 10 cents .....	18 25
	6 gross steel pens, \$18; 1 dozen penholders, 25 cents .....	25 50
	20 penknives, \$25; 2 dozen red tape, 50 cents .....	72 30
F. A. Coltman.....	Putting down carpet and moving furniture .....	3 70
F. W. Fowler .....	3 copies Post Office Directories .....	1 50
R. Farnham, estate of .....	2 dozen sheets blotting board .....	1 25
	8 reams letter paper, \$24; 1 dozen red ink, \$1 20 .....	25 20
	2 reams cap paper, \$6; 1 dozen penholders, 25 cents .....	6 25
	1 ream envelope paper, \$1; 6 gross steel pens, \$18 .....	19 00
	6 dozen black lead pencils, \$1 80; 1 blank book, 18 cents .....	1 98
Andrew Boyd.....	2 Directories .....	4 00



## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
T. Triplett .....	Full binding 1 royal book, 10 quires .....	\$25 00	
	Printing 10 quires for same .....	7 50	
	Lettering 68 volumes documents .....	8 50	
	Binding 1 volume Union, part 2, 1857 .....	3 00	
	Binding 1 volume Intelligencer, part 2, 1857 .....	3 00	\$47 00
Robert Farnham, estate of .....	1 dozen pair shears, \$1; $\frac{1}{2}$ dozen pair scissors, 33 cents .....	1 33	
	1 penknife, \$1 25; 1 paper weight, 38 cents .....	1 63	
	2 reams cip paper, garden pattern .....	13 00	
	$\frac{1}{2}$ dozen rulers, 25 cents; 2 pounds gum arabic, \$1 75 .....	2 00	
	1 dozen carmine ink, \$1 20; needles, 6 cents .....	1 26	
	1 ream large brown wrapping paper .....	3 00	
	1 ream S. K. envelope paper .....	2 00	
	4 balls fine hemp twine .....	1 00	
	6 camel hair pencils .....	25	
	6 brushes, assorted, \$1; 1 sprig awl, 12 cents .....	1 12	
	1 dozen red and blue pencils .....	1 00	
	6 ivory folders, 50 cents; 1 dozen silk taste, \$1 .....	1 50	
	6 gross steel pens, \$18; 3 alphabets, 75 cents .....	18 75	47 84
George C. Jackson .....	Washing towels 1 quarter, 1858 .....	7 50	
	8 curtain rollers, 64 cents; 3 dusting brushes, \$1 12 .....	1 76	
	Mending Nock's letter holder .....	25	9 51
Anthony Best .....	1,000 envelopes, No. 15 .....	15 00	
	Printing same .....	4 00	
	500 envelopes, Nos. 17 and 8 .....	8 75	
	Printing same .....	2 00	29 75

Taylor & Maury.....	1 25	28 00
Year Book of Facts for 1857.....	23 25	35 00
6 Congressional Directories, \$3 25 : 6 Blue Books, \$21.....	23 25	
6 Congressional Directories, new edition.....	1 25	
Year Book of Facts for 1858.....		
10 copies Military Laws U. S., at \$3 50.....	1 00	5 00
Lettering 4 volumes Gillis.....	4 00	
Binding 8 volumes documents.....		
Taking up and cleaning 4 carpets.....	4 00	
Tobacco for preserving same.....	25	
1 United States Annual Digest, volume 16.....	5 00	4 25
1 Opinions Attorneys General, volume 7.....	3 00	
2 American Almanacs for 1858.....	2 50	
2 Brightly's Digest, at \$6.....	12 00	
1 Opinions Attorneys General.....	3 00	25 50
Printing and binding 1 report book, 10 quires royal, at \$3 50 per quire.....	35 00	
Printing and binding 1 report book, 10 quires medium, at \$2 50 per quire.....	25 00	
Full binding 13 volumes documents, at \$1 25.....	16 25	
Half binding 13 volumes documents, at 75 cents.....	9 75	86 00
Scraping and whitewashing room No. 5.....		3 00
Daily National Intelligencer.....		10 00
6 dozen boxes matches.....		1 50
Washing towels 2d quarter 1858.....	7 50	
Repairing lock.....	75	8 25
Repairing office furniture.....	3 87	
Making 2 cases, at \$30 and \$23.....	53 00	56 87
Ruling and binding 8 quires demy War blotter, Russia ends and bands, at \$1 50 per quire.....	12 00	
Paging same, at 12½ cents per quire.....	1 00	13 00

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
R. Farnham, estate of.....	1 writing pad, \$2; 3 index books, 75 cents.....	\$2 75	
	2 patent portfolios, \$1 75; 1 dozen steel pens, 25 cents.....	2 00	
	1 gross steel pens, \$3; 2 reams note paper, \$6.....	9 00	
	4 ream red blotting paper.....	25	
	1 dozen black ink, \$1 20; 4 dozen red tape, \$1.....	2 20	
	1 glass inkstand.....	37	
	Repairing office furniture.....		\$16 57
Joseph Gawler.....			8 25
			1,418 87

## RECAPITULATION.

Books, &c.....	\$181 75
Blank books and binding.....	355 14
Stationery.....	281 69
Office furniture and repairs.....	489 71
Miscellaneous.....	130 58
	<u>1,418 87</u>

J. MADISON CUTTS, Comptroller.

TREASURY DEPARTMENT, Second Comptroller's Office, November 4, 1858.

## No. 3.

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the First Auditor of the Treasury, prepared in obedience to the provisions of the 20th section of the act of Congress of August 26, 1842.*

State of appropriation.	Amount.	Total.
Balance in hands of disbursing clerk June 30, 1857.....	\$17 95	\$2,077 68
Balance of the appropriation for the fiscal year ending June 30, 1857, not drawn from the treasury on the 1st July, 1857.	259 73	
And there was appropriated by the act of March 3, 1857.....	1,800 00	
Between July 1, 1857, and June 30, 1858, there was expended for the necessary objects required for the accommodation of the office and the despatch of the public business, as will appear by the analytical statement subjoined, the sum of...	2,019 73	2,077 68
And there remained unexpended in the hands of the disbursing clerk on the 1st July, 1858 .....	57 95	

## No. 3—Continued.

*Analytical statement of the contingent expenses of the office of the First Auditor of the Treasury, from July 1, 1857, to June 30, 1858.*

To whom paid.	For what object.	Amount.	Total.
Robert Farnham.....	1 ream foolscap paper.....	\$3 50	
	2 reams foolscap paper, at \$3.....	6 00	
	6 reams letter paper, at \$3 50.....	21 00	
	14 reams letter paper, at \$3.....	42 00	
	2 reams large wrapping paper, at \$3.....	6 00	
	2 reams super royal envelope paper, at \$2.....	4 00	
	1 ream wrapping paper.....	1 00	
	3 reams wrapping paper, at 50 cents.....	1 50	
	$\frac{1}{2}$ ream blotting paper.....	1 25	
	26 $\frac{1}{2}$ gross steel pens, at \$3.....	80 50	
	6 full bound press copy books, at \$3 25.....	19 50	
	3 $\frac{1}{2}$ dozen penknives, at \$15.....	53 75	
	1 large penknife.....	2 00	
	1 large gold pen and case.....	5 00	
	4 gold barrel pens, at \$3 50.....	14 00	
	6 gold pens and cases, at \$1 50.....	9 00	
	1 gold barrel pen.....	4 00	
	1 ebony handle gold pen.....	2 50	
	1 propelling pencil.....	50	
	1 gutta percha pencil.....	1 60	
	Do.....	75	
	17 dozen lead pencils, at 50 cents.....	6 10	
	2 $\frac{1}{2}$ dozen red and blue pencils, at \$2.....	2 16	
	3 dozen lead pencils, at 50 cents.....	1 50	
	1 dozen drawing pencils.....	1 00	
	120 dozen red tape, at 25 cents.....	30 00	
	$\frac{1}{2}$ dozen B. and Wilcox's writing fluid, at \$6.....	3 00	
	1 dozen Maynard & Noyes' black ink.....	1 20	
	$\frac{1}{2}$ dozen carnalae ink, at \$1 20.....	1 60	

398 90

10 bottles of ink, at 10 cents.....	1 00
1 dozen Arnold's red ink.....	2 00
2 gutta percha penholders, at 50 cents.....	1 00
2 $\frac{3}{4}$ dozen penholders.....	82
700 quills, at 10 cents.....	70
1 large copying machine.....	12 50
1 patent eyelet machine.....	3 50
2 inkstands, at \$1 25.....	2 50
1 inkstand.....	50
1 fountain inkstand.....	50
3 Cochran's glass inkstands.....	1 00
1 razor strap.....	1 75
1 knife strap.....	1 50
1 pound of sealing wax.....	75
1 $\frac{1}{2}$ pounds of sealing wax, at \$1 25.....	1 00
8 blank books, at 55 $\frac{1}{4}$ cents.....	1 88
4,900 envelopes, at \$3.....	4 44
100 envelopes.....	14 70
2 pencil sharpeners.....	1 25
1 bottle of mudlage and brush.....	33
1 dozen ivory folders.....	25
2 $\frac{1}{2}$ dozen Alimnacs, at 75 cents.....	1 00
1 pair of scissors.....	1 88
4 packs of blank cards, at 25 cents.....	09
1 portfolio.....	1 00
1 thermometer.....	2 00
1 glass paper weight.....	1 00
1 pair of fine dividers.....	1 50
1 rule.....	2 00
Printing envelopes.....	50
1 dozen erasers.....	6 25
29 reams letter paper, at \$3 50.....	1 00
6 reams cap paper, at \$3 50.....	101 50
1 ream large wrapping paper.....	21 00
4 reams envelope paper, at \$5.....	10 50
2 bundles of thin paper, at 75 cents.....	20 00
4 packages note paper, at \$2.....	1 50
5 packages note paper, at \$1 50.....	8 00
	7 50

Taylor &amp; Maury.....

## No. 3—Continued.

To whom paid.	For what object.	Amount.	Total.
Taylor & Maury—Continued.....	12 packages note paper, at \$1 25.....	\$15 00	
	4 packages note paper, at \$1.....	4 00	
	5,000 envelopes, at \$7 50.....	37 50	
	2,500 envelopes, at \$5.....	12 50	
	1,200 envelopes, assorted.....	8 75	
	1 gold pen.....	5 00	
	2 gold pens, at \$3 75.....	7 50	
	2 gold pens, at \$3 25.....	6 50	
	2 gold pens, at \$3 50.....	7 00	
	1 gold pen.....	2 25	
	29 gross steel pens, at \$1 50.....	43 50	
	2½ dozen penknives, at \$18.....	33 00	
	300 quills, at 50 cents.....	1 50	
	3 packages plain cards, at 50 cents.....	1 50	
	1 dozen carmine ink.....	4 50	
	1 dozen red ink.....	1 44	
	1½ dozen B. & Wilcox's black ink, at \$9.....	13 50	
	1 dozen Maynard & Noyes' black ink.....	3 60	
	2 boxes India rubber, at \$1 28.....	2 50	
	76 bundles red tape, at 50 cents.....	38 00	
	1 dozen red tape.....	1 44	
	3 dozen large boxes sand, at \$2 40.....	7 20	
	4 boxes of sealing wax, at \$1.....	4 00	
	3 dozen pen holders, at 75 cents.....	2 25	
	2 pair shears, at \$1.....	2 00	
	1 pair scissors.....	50	
	1 paper weight.....	1 50	
	1 inkstand.....	3 50	
	2 inkstands, at \$1 25.....	2 50	
	2 inkstands, at \$1.....	3 00	
	6 boxes of eyelets, at 62½ cents.....	3 75	
	6 erasers, at 25 cents.....	1 50	

1 dozen silk taste .....	3 00
1 pencil-sharpener .....	1 25
3 bottles of mudlage .....	1 25
2 large indexes, at \$1 06 .....	2 12
1 blank book .....	5 50
1.....do .....	1 00
1.....do .....	75
1 ivory card pencil .....	1 25
4 dozen carmine and blue pencils, at \$3 .....	6 25
19 dozen black pencils, at 50 cents .....	9 50
1 penknife hone .....	1 50
Opinions of Attorneys General, 7 volumes, at \$3 50 .....	24 50
4 Blue Books, at \$3 50 .....	14 00
3 dozen Congressional Directories, at \$4 50 .....	13 50
13 3-quire medium books, ruling and binding same, at \$5 .....	65 00
3 64-quire medium books, with printed forms and paging, at \$17 75 .....	59 25
1 64-quire medium book, red and faint ruled and bound, redemption of United States stock .....	17 00
1 6-quire demi printed caption, red and faint ruling, register of letters and accounts received .....	17 00
1 6-quire demi book, ruling, full binding, and printed caption, for disbursing agents' accounts .....	15 00
Binding 4 volumes Daily Union and Intelligencer, at \$3 .....	12 00
Binding 13 volumes Legislative documents, at \$1 25 .....	16 25
Baling and printing 1 ream blanks .....	5 00
Printing blanks .....	4 00
21 quires 1st class royal paper, red and faint ruled to pattern, at \$1 25 .....	26 25
Repairing office furniture, furnishing locks, keys, &c. ....	16 52
2 mahogany drawers .....	3 75
1 book case .....	18 00
1 mahogany washstand .....	10 00
1 walnut washstand .....	5 00
2 office chairs, with castors, at \$7 .....	14 00
1 arm chair .....	6 50
1 screen .....	6 50
1 table for letter press and boxes to cover the same .....	12 00
Covering 3 desks with cloth, at \$9 .....	18 00
William Pettibone .....	536 56
Henry Kaiser .....	230 75



## No. 3—Continued.

To whom paid.	For what object.	Amount.	Total.
Henry Kaiser—Continued .....	2 large mahogany desks, at \$35.....	\$70 00	\$294 37
	2 large mahogany cases, at \$45.....	90 00	
	1 dozen rulers.....	6 00	
	1 dozen boards for copying press.....	2 00	
	1 office table.....	16 00	
S. W. K. Handy .....	60 pounds candles, at 50 cents.....	30 00	
	4 bottles of sweet oil.....	1 06	
	Matches .....	4 25	
	Tacks .....	90	
	Stoveblackening.....	55	
	12 pounds gum arabic, at \$1 .....	12 00	
	Paste brushes .....	1 01	
	Stove brushes .....	2 39	
	Grinding shears .....	50	
	20 pounds castile soap, at 25 cents.....	5 00	
	57½ pounds brown soap, at 8 cents.....	4 60	
	Sponge.....	7 68	
	3 tin basins.....	1 09	
	10 mugs, at 15 cents .....	1 60	
	3 washbowls and pitchers, at \$1.....	3 00	
	5 buckets, at 25 cents, and 2 at 31 cents .....	1 87	
	3 tumblers.....	51	
	8 whips, at 21½ cents .....	1 94	
	1 candlestick.....	30	
	1 screw driver.....	44	
	4 soap dishes, at 20 cents .....	80	
	3 spittoons, at 50 cents .....	1 50	
	2 brooms, at 18½ cents.....	38	
	1 tin cup and bowl .....	14	
	1 bucket .....	1 50	
	1 hammer .....	38	

1 tape line.....	1 00	86 44
1 pitcher.....	25	
1 Lippincott's Gazetteer.....	6 00	
2 United States Statutes at Large, at \$4.....	8 00	
2 Bouvier's Law Dictionary, at \$5.....	10 00	
1 Andrews' Digest.....	3 00	
2 American Almanacs, at \$1 25.....	2 50	
1 Bright's Digest.....	6 00	
2 American Almanacs and blinding.....		35 50
Ruling 4,000 statements, at 50 cents per 100.....	20 00	3 00
Ruling 2,000 reports, at 25 cents per 100.....	5 00	
Ruling 6,500 certificates, at 15 cents per 100.....	16 25	
Ruling 1,000 blanks, at 50 cents per 100.....	5 00	46 25
Ruling 2,000 statements.....	5 00	
Ruling 1,000 certificates.....	2 50	
For the Daily National Intelligencer.....		7 50
1 engraving of the President.....	10 00	
Gilt frame for engraving of the President.....	5 00	
Subscription to Democratic Review.....	5 50	
3 Directories, at \$2.....	6 00	
1 Mitchell's Atlas, bound.....	13 00	
1 copy Map of Washington.....	5 00	
Soap.....	2 50	
48 yards carpeting, at 37½ cents.....	18 00	
2 remnants of oil cloth.....	1 25	
2 yards of drugget, at \$1 50.....	3 00	
80 yards ¼ matting, at 45 cents.....	36 00	
Binding and thread.....	1 51	
40 yards buckaback, at 25 cents.....	10 00	59 76
Cotton and tape.....	63	
26 yards matting, at 37½ cents.....	9 75	10 63
3 yards 14-4 drugget, at \$2 25, \$6 75; 1 cocoa mat, \$2.....	8 75	18 50
W. H. & O. H. Morrison.....		
Frank Taylor.....		
Wm. A. Harris.....		
C. Wendell.....		
Gales & Seaton.....		
George R. Smith.....		
Francis Lamb.....		
C. Swackhamer.....		
Andrew Boyd.....		
T. B. Tilden.....		
C. Bohn.....		
John Richey.....		
Claggett & Dodson.....		
W. M. Shuster & Co.....		
Hoe Bro. & Co.....		

## No. 3—Continued.

To whom paid.	For what object.	Amount.	Total.
Mary A. Sackelford .....	Cutting, sewing, and binding carpets.....	.....	\$5 00
H. Blan.....	Removing furniture and putting down carpets.....	.....	2 00
L. J. Middleton .....	81½ bushels of ice, at 50 cents .....	.....	40 75
Adams & Co. Express .....	Freight on Mint accounts .....	.....	8 00
G. Washington Fales .....	Taking charge of stationery of office for 1 year.....	\$100 00	
	Washing and making towels.....	67 57	
James W. Garner.....	Hack hire and office business.....	.....	167 57
	Total .....	.....	21 25
			2,019 73

*A detailed statement showing the expenditure of the contingent fund for the office of the Second Auditor of the Treasury, for the fiscal year ending June 30, 1858, exhibited in compliance with the 20th section of the act of Congress of August 26, 1842.*

## THE TREASURY DEPARTMENT.

To whom paid.	For what purpose.	Price.	Amount.
Wm. Pettibone.....	Blank book, binding, &c.....	-----	\$125 50
	<i>Blank books, binding, &amp;c.</i>		
	<i>Miscellaneous.</i>		
Jas. Gaither.....	100 double file boards, \$7; 400 file boards, \$16.....	\$23 00	
	100 square file boards.....	7 00	
G. M. Wight.....	1 mahogany office desk, \$25; 1 office chair, \$12.....	37 00	30 00
	Covering and repairing sofa, chair, &c.....	24 00	
J. G. Berret.....	Foreign postage from April 1 to June 30, 1857.....	8 33	61 00
	Foreign postage from July 1 to September 30, 1857.....	1 30	
	Foreign postage from October 1 to December 31, 1857.....	5 60	
Noel & Boyd.....	8 Venetian blinds.....	40 00	15 23
	Fitting up blinds in rooms Nos. 54, 55, 57, and 58, slate and cord for same.....	4 00	
Chas. Dean.....	28½ pounds twine, \$17 81½; 12½ pounds twine, \$9 37½.....	19 75	44 00
Taylor & Maury.....	12 boxes pens, \$18; 1 dozen penholders, 75 cents; 2 dozen pencils, \$1.....	8 12	27 19
	1 ream folio post, \$2 50; 6 pieces rubber, \$1 12; ½ dozen mucilage and brushes, \$4 50.....	15 25	
	½ ream envelope paper, \$1 25; 4 reams blue letter paper, \$14.....	16 50	
	1 ream white letter paper, \$3 50; 3 reams cap, \$10 50; 10 doz. red tape, \$2 50.....	1 83	
	1 inkstand, \$1 25; 1 sand-box, 8 cents; 2 paper folders, 50 cents.....		

## No. 4.—Continued.

To whom paid	For what purpose.	Price.	Amount.
Taylor & Maury—Continued.....	1 arm rest, 88 cents; 1 long ruler, 87 cents; 6 bottles copying ink, \$4 50-- 6 bottles ink, \$1 80; 2 bottles blue fluid, \$1 50; 3 pounds wafers, \$1 50-- 6 large boxes sand, \$1 12; 2,000 office envelopes, \$7..... 2 reams copying paper, \$5; 1 patent inkstand, \$1..... Inkstand, \$1 25; extra penknife, \$2 75; wax, \$1; knife, \$1 50..... 6 reams letter paper, \$21; 5 reams copying, \$17 50; 6 boxes pens, \$9..... 3 penknives, \$1 50; 200 quills, \$2; 2 dozen pencils, \$1..... 6 paper weights, \$7 50; 6 bundles red tape, \$3; 1 dozen carmine, \$6..... 3 bottles mucilage, \$2 25; 3 needles, 13 cents; 1 dozen holders, 50 cents..... 120 sheets thick blotting paper, \$9 60; cork-screw, \$1 25..... 2 patent inkstands, \$2; 1 Draper's, \$1 25; 3 penknives, \$4 50..... Hone, \$2 25; strap, 50 cents; 6 bundles tape, \$3; penknife, \$1 50..... Penknife, \$1 50; inkstand, \$1; eraser, 25 cents; 4 dozen carmine, \$3..... 10 dozen red tape, \$2 50; 1 dozen penholders, 50 cents; 3 gross pens, \$4 50 2,000 envelopes, \$8 75; 2 gross gilt pens, \$7; eraser, 25 cents..... Penknife, \$1 50; 3 dozen pencils, \$1 50; 250 envelopes, 87 cents..... 2 reams copying paper, \$5; 6 Blue Books, \$21.....	\$6 25 4 80 8 12 6 00 6 50 47 50 7 50 16 50 2 93 10 85 7 75 7 25 6 75 7 50 16 00 3 87 26 00	\$252 52
Chas. Kammer.....	1 mahogany bookrack, \$25; 1 whetstone set, 75 cents..... 3 paper rulers, 25 cents; 1 case for papers, with four doors, \$25..... 1 large case for papers.....	25 75 25 25 53 00	104 00
Eliz. Brent.....	Washing towels from July 1, 1847, to March 31, 1848. Making towels.....	36 00 2 00	38 00 5 00
C. Bohn.....	1 copy map of Washington.....	.....	29 50
John W. Lewis.....	Taking down and putting up shelving in room, lumber and nails, \$8; mak- ing bookcase and repairing old one, \$21 50.....	.....	4 68
Estes of R. Farnham.....	100 buff envelopes, \$3 50; 1 ream copying paper, \$1; pass book, 18 cents..... 4 reams white letter paper, at \$3; 4 reams blue ditto, at \$3 50..... 1 ream white foolscap, \$3; 1 ream blue, \$3 50; 12 gross pens, \$36..... 1 dozen ivory pencils, \$2; 72 dozen red tape, \$18.....	26 00 42 60 20 90	

6 pair office shears, 50 cents; 1 dozen erasers, \$2; 11 penknives, \$13 75.	16 25
1 penknife, \$2 50; $\frac{1}{2}$ doz. prepared rubber, 25 cents; $\frac{1}{4}$ doz. do., 75 cents.	3 50
2 balls twine, \$1; 1 pound gum arabic, \$1.	2 00
8 large bottles mucilage, \$5; 2 paper weights, 75 cents.	5 75
1 dozen Fry's inkstands, \$2; $\frac{1}{4}$ dozen carmine ink, 60 cents.	2 60
1 tin paper cutter, 20 cents; 1 ream copying paper, \$1.	1 20
2,000 buff envelopes, \$7; 12 bottles recording ink, \$4 50.	11 50
6 bottles copying ink, \$3; 6 bottles Arnold's red ink, \$2 25.	5 25
1 pen rack, 62 cents; 2 glass paper weights, \$3.	3 62
1 ivory folder with handle, 25 cents; 1 desk knife, \$1.	1 25
1 propelling pencil, silver case, \$1; eraser, 17 cents; 2 gross pens, \$6.	7 17
100 quills, 10 cents; 1 ream laid note, \$3; $\frac{1}{4}$ ream letter paper, \$1 50.	4 30
4 pieces rubber, 50 cts.; 1 Fry's inkstand, 33 cts.; 4 drawing pencils, 50 cts	1 33
3 penholders, 6 cents; 2 dozen drawing pencils, \$2.	2 08
$\frac{1}{4}$ dozen paper weights, \$2 25; 1 punch, 75 cents; 500 envelopes, \$1 50.	4 50
1 penknife, \$1 25; 1 pen cleaner, \$1; 1 bottle mucilage, 37 cents.	2 62
6 gross steel pens.	18 00
3 glass inkstands, \$1 12; 2 reams white foolscap, \$6.	7 12
1 ream blue, \$3 50; 2 reams white, \$6; 2 reams blue letter, \$7.	16 50
2 inch flat rulers, 16 cents; 1 dozen carmine ink, \$1 20.	1 36
2 dozen drawing pencils, \$2; $\frac{1}{4}$ dozen red and blue pencils, 50 cents.	2 50
$\frac{1}{4}$ dozen desk knives, \$3 37; $\frac{1}{4}$ dozen patent pen cleaners, \$6.	9 37
1 dozen penholders, 25 cents; $\frac{1}{4}$ dozen scissors, 33 cents; 6 paper weights, \$7 50.	8 08
$\frac{1}{4}$ dozen penknives, \$7 50; 1 knife, \$1 25; 7 gross pens, \$20.	29 75
6 bottles mucilage, \$3 75; $\frac{1}{4}$ dozen ivory pencils, \$1.	4 75
1 ream ruled folio post, \$2; $\frac{1}{4}$ dozen spring erasers, \$1.	3 00
1 ream white letter, \$3; 1 ream despatch cap, \$6 50; 1,500 envelopes, \$5 25.	14 75
2 inkstands, 66 cents; 1 patent pen cleaner, \$1.	1 66
2 reams superfine letter paper, \$6; 100 quills, 10 cents; 1 doz erasers, \$1 20.	7 30
1 ivory pencil, 17 cents; 1 inkstand, \$1; 2 bottles red ink, 75 cents.	1 92
1 ream note paper, \$3; $\frac{1}{4}$ ream Congress letter paper, \$1 50.	4 50
250 envelopes, 60 cents; 5,000 buff envelopes, \$1 50; 2 reams paper, \$2.	4 10
Repairing 13 chairs and making 4 hair cushions.	-----
One directory.	-----
Daily National Intelligencer, from March 27, 1857, to March 27, 1858.	-----
2 new locks on desk, \$1 50; 4 new keys for same, \$1.	2 50
R. H. Walmsley	-----
A. Boyd	-----
Gales & Seaton	-----
W. G. Bitner	-----

303 04  
33 25  
2 00  
20 00

## No. 4.—Continued.

To whom paid.	For what purpose.	Paid.	Amount.
W. G. Bitner—Continued.	Repairing 2 desk locks, 50 cents; 1 splcket, 87½ cents.....	\$1 37	\$5 12
	Fitting key and repairing lock, 50 cents; putting lock on drawer, 75 cts.....	1 25	5 00
G. R. Smith.....	One proof engraving of the President.....	1 75	
R. H. Walmsley.....	Fitting frame and castors on arm chair, \$1 75.....	2 75	
	Restuffing and covering stool seat, \$1 50; repairing table, \$1 25.....	8 00	
	Repairing and making 2 hair cushions to arm chairs.....	1 75	
	Fitting castors to 1 chair, \$1; recaning 1 chair, 75 cents.....		
F. & A. Schneider.....	Repairing copy press.....		14 25
George Knott.....	½ bushel ice per day for 212 days.....		4 50
Samuel Redfern.....	1 bucket, 50 cents; 2 brooms, 75; 1 tumbler, 20 cts.; bottle oil, 28 cts.....	1 73	49 92
	2 buckets, 62 cents; 1 picher, 88 cts; tumbler, 25 cts.; 2 dusting brushes, 87 cents.....		
	1 sperm candle, 50 cents; 2 candlesticks, 25 cents; 2 tumblers, 38 cents.....	2 62	
		1 13	
F. W. Fowler.....	10 copies Congressional Directory for the 38th Congress.....		6 48
Estate of R. Farnham.....	1 ream white foolcap paper, \$3; 1 ream flat cap, heavy, \$7 50.....	10 50	3 70
	5 reams white, \$15; 9 gross steel pens, \$27; 1 ruler, 75 cents.....	42 75	
	1 round ruler, 4 cents; 1 inkstand, \$1 25; 1 ditto, Knox, \$1.....	2 29	
	2 Cochran's patent inkstands, \$2; 1 glass ditto, 75 cts.; ½ doz. carmine, 60 cts.....	3 35	
	100 quills, 10 cents; 3 large needles, 10 cents; 3 steel erasers, 50 cents.....	70	
	6 Lipman's erasing pencils, 75 cents; 1 pair scissors, 8 cents.....	83	
	1 desk knife, 75 cents; ½ dozen penknives, \$7 50; 1 ditto extra, \$3 50.....	11 75	
	4 dozen artists' pencils, \$4; 2,000 official envelopes, \$7.....	11 00	
	1 dozen black ink, \$1 20; 2 quarts Willcox's writing fluid, \$1.....	2 20	
	1 ream note paper, \$1 50; 500 white envelopes, \$1 50; 1 doz. holders, 50 cts.....	3 50	
	2 dozen drawing pencils, \$2; ½ doz. scissors, 33 cts.; ½ doz. folders, 50 cts.....	2 83	
	1 pen cleaner, \$1; 1 penknife, \$1 25; 4 penknives, \$5.....	7 25	
	4 propelling pencils, 68 cents; 2 reams extra cap, \$11; ruling, \$5.....	16 68	
	2,500 official envelopes, \$8 75; 3 gross pens \$9; 3 pencils, 51 cents.....	18 26	

133 89

W. H. & O. H. Morrison.....	Opinions Attorneys General, vol. 8, \$3; 1 Brightley's Digest, \$6; Colton's Atlas, \$16.....	24 00
John F. Callan.....	6 copies Military Laws United States.....	17 50
C. Wendell.....	Ruling and binding 4 3-quire medium blank books, half sheep, patent back, \$21; 4 sets tags for blank books, \$6.....	27 00
	Ruling and binding 4 6-quire requisition letter books, Nos. 14, 15, 16, and 17, with index.....	8 00
		35 00
		1,378 59

Balance in agent's hands on June 30, 1857.....	\$93 07
Balance of appropriation not drawn from the treasury.....	600 00
Amount appropriated.....	1,200 00
Amount of disbursements, per statement herewith.....	\$1,893 07
	1,378 59
Leaving unexpended.....	614 48
As follows:	
Undrawn in the treasury.....	400 00
Unexpended in hands of agent.....	114 48
	614 48

TREASURY DEPARTMENT, Second Auditor's Office, January 6, 1859.

F. J. D. FULLER, Second Auditor.



## No. 5.

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the Third Auditor of the Treasury Department, prepared in obedience to the provisions of the 20th section of the act of Congress of August 26, 1842, for the fiscal year ending June 30, 1858, in pursuance of the letter of the Secretary of the Treasury of the 12th September, 1854.*

State of appropriation.	Amount.		
The balance of the appropriation for the fiscal year ending June 30, 1857, unexpended, was.	\$2,616 93		
There was appropriated for the fiscal year ending June 30, 1858, per act March 3, 1857.....	3,540 00		
		\$6,156 93	
From which deduct—			
Between the 1st July, 1857, and 30th June, 1858, there was paid out of said amount for the necessary objects required for the accommodation of the office and despatch of public business. ....		2,714 26	
Leaving a balance unexpended of.....			\$3,442 67

No. 5—Continued.

Analytical statement of the contingent expenses of the office of the Third Auditor of the Treasury, from the 1st July, 1857, until the 30th June, 1858.

To whom paid.	For what object.	Amount.	Total.
Taylor & Maury .....	1 bole folio post. extra.....	\$5 00	
	21 reams foolscap paper, at \$3 50 per ream.....	73 50	
	35 reams letter paper, at \$3 50 per ream.....	123 50	
	1 ream note paper, at \$1 50 per ream.....	1 50	
	3 reams envelope paper, at \$2 50 per ream.....	7 50	
	6 dozen sheets extra thick blotting cards, at \$1 per dozen.....	6 00	
	12 extra gold pens, at \$2 50 each.....	30 00	
	6 extra gold pens, at \$2 25 each.....	13 50	
	26 gross steel pens, at \$1 50 per gross.....	39 00	
	48 boxes barrel pens, at 50 cents per box.....	24 00	
	3 bottles carmine ink, at 37 cents per bottle.....	1 12	
	2 dozen bottles red ink, at 12 cents per bottle.....	2 88	
	1 dozen carmine ink, at 25 cents per bottle.....	3 00	
	3 dozen carmine ink, at 50 cents per bottle.....	18 00	
	1 dozen quarts black ink, at 30 cents per quart.....	3 50	
	1 bottle extra blue.....	75	
	1 dozen bottles blue ink.....	7 00	
	22 dozen lead pencils, at 50 cents per dozen.....	11 00	
	24 dozen knives, at \$18 per dozen.....	45 00	
	2 dozen erasers, at \$2 per dozen.....	6 00	
	1 dozen Green's erasers.....	1 50	
	1 dozen ivory folders.....	2 00	
	14 dozen Whitney's patent inkstands, at \$15 per dozen.....	22 50	
	14 dozen inkstands, at \$6 per dozen.....	9 00	
	4 boxes wafers, at 25 cents per box.....	1 00	
	1 lb. gum arabic.....	75	
	6 dozen penholders, at 50 cents per dozen.....	3 00	
	1 dozen gutta percha rulers, at 75 cents each.....	9 00	
	360 quills, at 50 cents per 100.....	1 50	

## No. 5—Continued.

To whom paid.	For what object.	Amount.	Total.
<b>Taylor &amp; Maury—Continued.</b>			
.....	4 boxes letter envelopes, at \$1 50 per box.....	\$6 00	
.....	15,000 extra thick white envelopes, printed, at \$16 50 per M.....	247 50	
.....	8 boxes sand.....	1 50	
.....	2 lbs twine, at 20 cents per lb.....	40	
.....	12 balls fancy colored twine.....	2 25	
.....	1 blank book.....	25	
.....	7 volumes Opinions of the Attorneys General.....	3 50	
.....	60 dozen red tape, at 25 cents per dozen.....	15 00	
.....	6 pieces taste.....	1 50	
.....	2 hones, at \$1 52 each.....	3 25	
.....	4 dozen pencil sharpeners.....	5 00	
.....	1 dozen pieces sponge extra fine bleached.....	4 50	
.....	1 Lepman's patent eyelet machine.....	3 50	
.....	1 box eyelets.....	50	
.....	12 pieces white rubber.....	1 50	
.....	Deduction made on former bill for carmine ink and envelopes, on explanation, allowed.....	2 30	
			\$769 55
<b>R. Farnham</b>	1 ream folio post, extra heavy.....	8 00	
.....	1.....do.....	2 00	
.....	22 reams foolscap paper, at \$3 per ream.....	66 00	
.....	1.....do.....do.....	3 50	
.....	1 ream paper, heavy despatch.....	7 50	
.....	48½ reams letter paper, at \$3 per ream.....	145 50	
.....	2.....do.....do.....at \$3 50 per ream.....	7 00	
.....	1.....do.....do.....	1 00	
.....	1 ream blotting paper.....	50	
.....	100 sheets blotting board, at 5 cents each.....	5 00	
.....	2 reams envelope paper, at \$2 per ream.....	4 00	
.....	37 gold pens, at \$10 per dozen.....	30 83	
.....	1 gold pen and case.....	1 30	
.....	27 gross steel pens, at \$3 per gross.....	81 00	

12 dozen steel pens, at 25 cents per dozen.....	3 00
6 dozen carmine ink, at \$1 20 per dozen.....	7 20
1 dozen carmine ink, extra French.....	4 50
2.....do.....at \$4 per dozen.....	8 00
4 dozen quarts black ink, at \$1 20 per dozen.....	4 80
1 dozen quarts blue ink.....	1 20
29 dozen lead pencils, at 30 cents per dozen.....	8 70
1 dozen propelling pencils.....	3 00
3 dozen drawing pencils, at \$1 per dozen.....	3 00
6 dozen knives, at \$15 per dozen.....	90 00
1 dozen erasers.....	3 00
11 Whitney's patent inkstands, at \$1 25 each.....	13 75
6 Fry's inkstands, at \$4 per dozen.....	2 00
1 dozen cut-glass inkstands.....	3 00
1 dozen mactilage.....	3 00
3 lbs. gum arabic, at \$1 per pound.....	3 00
5 lbs. wafers, at 10 cents per pound.....	50
16 dozen penholders, at 25 cents per dozen.....	3 75
5 rules.....	29
7 rules.....	30
1 ivory penholder.....	50
500 envelopes, at \$6 per M.....	3 00
600 envelopes, at 30 cents per 100.....	1 80
6,000 envelopes, extra heavy official, and printing, at \$10 per M.....	60 00
250 large official envelopes, at \$1 50 per 100.....	3 75
10 quarts sand, at 2 cents per quart.....	20
24 dozen red tape, at 25 cents per dozen.....	6 00
14 dozen pounce boxes, at 50 cents per dozen.....	75
3 ounces pounce.....	15
2 lbs. prepared rubber.....	1 00
2 boxes eyelets, at 37½ cents per box.....	75
25 No. 80 quills.....	5
200.....do.....	20
1 blank book.....	1 25
1 pass-book.....	20
1 dozen pieces sponge.....	1 50
2 pieces large sponge, at 25 cents each.....	50
6 mail needles.....	25

## No. 5—Continued.

To whom paid.	For what object.	Amount.	Total.
<b>Taylor &amp; Maury—Continued</b>			
.....	4 boxes letter envelopes, at \$1 50 per box.....	\$5 00	
.....	15,000 extra thick white envelopes, printed, at \$16 50 per M.....	247 50	
.....	8 boxes sand.....	1 50	
.....	2 lbs twine, at 20 cents per lb.....	40	
.....	12 balls fancy colored twine.....	2 25	
.....	1 blank book.....	25	
.....	7 volumes Opinions of the Attorneys General.....	3 50	
.....	60 dozen red tape, at 25 cents per dozen.....	15 00	
.....	6 pieces taste.....	1 50	
.....	2 hones, at \$1 62 each.....	3 25	
.....	4 dozen pencil sharpeners.....	5 00	
.....	1 dozen pieces sponge extra fine bleached.....	4 50	
.....	1 Lepman's patent eyelet machine.....	3 50	
.....	1 box eyelets.....	50	
.....	12 pieces white rubber.....	1 50	
.....	Deduction made on former bill for carmine ink and envelopes, on explanation, allowed.....	2 30	\$769 55
<b>R. Farnham</b>			
.....	1 ream folio post, extra heavy.....	8 00	
.....	1.....do.....	2 00	
.....	22 reams foolscap paper, at \$5 per ream.....	66 00	
.....	1.....do.....do.....	3 50	
.....	1 ream paper, heavy despatch.....	7 50	
.....	48½ reams letter paper, at \$3 per ream.....	145 50	
.....	2.....do.....do.....at \$3 50 per ream.....	7 00	
.....	1.....do.....do.....	1 00	
.....	1 ream blotting paper.....	50	
.....	100 sheets blotting board, at 5 cents each.....	5 00	
.....	2 reams envelope paper, at \$2 per ream.....	4 00	
.....	37 gold pens, at \$10 per dozen.....	30 83	
.....	1 gold pen and case.....	1 30	
.....	27 gross steel pens, at \$5 per gross.....	81 00	

12 dozen steel pens, at 25 cents per dozen.....	3 00
6 dozen carmine ink, at \$1 20 per dozen.....	7 20
1 dozen carmine ink, extra French.....	4 50
2 .....do.....at \$4 per dozen.....	8 00
4 dozen quarts black ink, at \$1 20 per dozen.....	4 80
1 dozen quarts blue ink.....	1 20
29 dozen lead pencils, at 30 cents per dozen.....	8 70
1 dozen propelling pencils.....	3 00
3 dozen drawing pencils, at \$1 per dozen.....	3 00
6 dozen knives, at \$15 per dozen.....	90 00
1 dozen erasers.....	3 00
11 Whitney's patent inkstands, at \$1 25 each.....	13 75
6 Fry's inkstands, at \$4 per dozen.....	2 00
1 dozen cut-glass inkstands.....	3 00
1 dozen mullage.....	3 00
3 lbs. gum arabic, at \$1 per pound.....	3 00
5 lbs. wafers, at 10 cents per pound.....	50
16 dozen penholders, at 25 cents per dozen.....	3 75
5 rules.....	29
7 rules.....	30
1 ivory penholder.....	50
500 envelopes, at \$6 per M.....	3 00
600 envelopes, at 30 cents per 100.....	1 80
6,000 envelopes, extra heavy official, and printing, at \$19 per M.....	60 00
260 large official envelopes, at \$1 50 per 100.....	3 75
10 quarts sand, at 2 cents per quart.....	20
24 dozen red tape, at 25 cents per dozen.....	6 00
14 dozen pounce boxes, at 50 cents per dozen.....	75
3 ounces pounce.....	15
2 lbs. prepared rubber.....	1 00
2 boxes eyelets, at 37½ cents per box.....	75
25 No. 80 quills.....	5
200 .....do.....	20
1 blank book.....	1 25
1 pass-book.....	20
1 dozen pieces sponge.....	1 50
2 pieces large sponge, at 25 cents each.....	50
6 mail needles.....	25

## No. 5—Continued.

To whom paid.	For what object.	Amount.	Total.
W. Pettibone	Red and faint ruling, full binding, 9 letter books, 6 quires demy, (act April 6, 1858,) at \$12 each.....	\$108 00	
	Binding 1 volume abstracts.....	75	
	2 morocco tables, at 25 cents each.....	50	
	Resewing book journal.....	37	
	1 ream medium writing paper, red and faint ruling, folding and trimming.....	14 00	
	6 books, 4 quires royal, at \$10 each.....	60 00	
	Paging ditto, at 50 cents each.....	3 00	
	2 reams first class cap, at \$4 per ream.....	8 00	
	53 blotters, at 18 cents each.....	9 54	
	Ruling and binding 6 quires medium, Engineers' Accounts, No. 12.....	12 00	
	Separate index.....	1 00	
	One-quarter binding 2 manuscripts. Pay-rolls.....	50	
	Rebinding 3 large ledgers, at \$2 50 each.....	7 50	
	Binding Journal, 1856, full Russia.....	7 00	
	Binding Army Register.....	50	
	2 quires cap, ruled to pattern, alphabet cut through.....	2 00	
	Binding Army Regulations.....	63	
	One year's subscription Washington Union.....		\$235 28
	One year's subscription National Intelligencer.....		10 00
	One year's subscription United States Democratic Review.....		10 00
	Ruling 1,000 copies reports, at 25 cents per 100.....		5 00
	Ruling 500 certificates, at 25 cents per 100.....	2 50	
	Ruling and binding 3 3-quire medium books, half sheep, at \$1 75 per quire.....	1 25	
	Ruling and binding 2 8-quire super. royal ledgers, No. 29 and 30, Russia ends and bands, at \$4 per quire.....	15 75	
	Ruling 13,500 circulars, at 25 cents per 100.....	48 00	
	Ruling 1,000 regulations, at 25 cents per 100.....	31 25	
	Ruling 8,000 certificates at 25 cents per 100.....	2 50	
	Ruling 1,500 blanks, faint and red ruling, at 50 cents per 100.....	20 00	
	Ruling 1,500 blanks, faint and red ruling, at 50 cents per 100.....	7 50	
W. Harris			67 50

C. Wendell  
Gales & Seaton  
G. Swackhamer  
C. Wendell

W. Harris

Anthony Best .....	Binding 1 volume Third Auditor's Balances, half morocco.....	3 00
	Binding 1 medium blank book, full Russia.....	7 50
	1,000 best quality envelopes, and printing same.....	12 00
	800 best quality letter envelopes, and engraving same.....	7 60
Andrew Boyd .....	2 copies of Directory, at \$2 per copy.....	
Frank Taylor .....	4 American Almanacs, at \$1 50.....	6 00
	2 American Almanacs, at \$1 25.....	2 50
M. C. Sullivan .....	Putting locks on 7 drawers, at 75 cents each .....	5 25
	Hinging desk door.....	75
	Putting knobs on 3 drawers, at 25 cents each.....	75
	Repairing 2 chairs at 75 cents each.....	1 50
	Putting castors on 2 chairs, at \$1 each.....	2 00
	Repairing 9 chairs at \$1 each .....	9 00
	Repairing 2 tables, at \$3 each .....	6 00
	Covering 1 table with cloth.....	4 00
	Covering 3 tables with oil cloth, at \$4.....	12 00
	1 pigeon-hole case .....	12 00
	1 case .....	15 00
	Repairing desk drawer.....	1 00
	Making 2 holders, at 50 cents each.....	1 00
	Repairing 2 chairs, at \$1 50 each.....	3 00
	Repairing 2 chairs, at \$3 each.....	4 00
	Putting legs to desk .....	1 80
	Repairing desk .....	3 00
	Making box for papers .....	2 00
	Making 2 desks for tables, at \$6 each.....	12 00
	Covering chair seat with canvas.....	50
	Putting foot on desk.....	25
	Making 3 book boards, at \$1 each.....	3 00
	Making 1 table stand .....	2 00
C. N. Sengstack.....	Graining part of a case .....	100 00
James O. Maguire.....	1 oak arm chair.....	1 25
	2 cane-seat chairs, at \$3 50.....	7 50

71 75

19 60  
4 00

8 50

100 00  
1 25

7 50



## No. 5—Continued.

To whom paid.	For what object.	Amount.	Total.
McGregor & Co.....	2 writing desks, at \$35 each.....	\$70 00	\$75 00
	1 chair and cushion .....	5 00	7 50
Edwin Green.....	1 cane-seat desk chair, with cushion.....	225 00	
Anthony Buckley.....	1 large mahogany case, with 8 glass doors and 8 panel doors, (as per agreement) .....	85 00	
	1 table and case.....	2 00	
	Alteration in walnut writing desk.....		
Joe. F. Burch.....	1, 328 file boards, at \$3 per 100.....	39 84	262 00
	592 large, double-size file boards, at \$6 per 100.....	35 52	
H. E. Berry.....	1 dozen and 5 door mats, at \$10 50 per dozen.....	14 88	75 36
	27 yards towelling, at 37½ per yard.....	10 13	
	9 yards towelling, at 25 cents per yard.....	2 25	
	6 pieces tape, at 6¼ cents each.....	38	
	2 spools cotton, at 5 cents each.....	10	
L. F. Clark.....	7 Venetian blinds, at \$5 each.....	35 00	27 74
	Putting down 2 carpets, at \$3 each.....	4 00	
	2 yards English oil cloth, and putting down same, at \$1 37½ per yard.....	2 75	
	10¼ yards English oil cloth, at \$1 25 per yard.....	13 44	
	Fitting up and laying ditto, at 12 cents per yard.....	1 34	
Thomas Foster.....	Washing and ironing towels for 1 year, at \$6 per month.....	60 00	56 53
	Hamming towels, &c.....	3 12	
Sarah Goddard.....	21 pounds soap, at 25 cents per pound.....	5 25	63 13
	1 bucket.....	62	
	6 buckets, at 37½ cents each.....	2 25	
	4 buckets, at 31½ cents each.....	1 25	
	1 ice bucket.....	1 00	

3 dustern, at 62½ each.....	1 87	36 43
3 brushes, at \$1 50.....	3 00	57 81
1 hearth brush.....	50	
1 sweeping brush.....	1 12	
1 sweeping brush.....	75	
3 sponges.....	1 37	
1 sponge.....	1 50	
4 sponge caps, at 8 cents each.....	32	
6 sponge caps, at 6½ cents each.....	38	
7 dozen matches, at 25 cents per dozen.....	1 75	
2 dozen matches, at 37½ cents per dozen.....	75	
1 dozen whips, at 25 cents each.....	3 00	
1 dozen brooms, at 50 cents each.....	6 00	
2 spittoons, at 62½ cents each.....	1 25	
2 pitchers, at 75 cents each.....	1 50	
4 tumblers, at 25 cents each.....	1 00	
115 bushels and 2½ pecks ice, at 50 cents per bushel.....		
24 18-inch coal hods, at \$1 13 each.....	27 00	
276 pounds cast dogs, at 5 cents per pound.....	13 80	40 80
4 buckets, at \$1 37½ each.....	5 50	
8 feet pipe, at 16 cents per foot.....	1 28	
Lining stove.....	3 50	
Putting up stove pipe.....	1 25	
2 tin shovels, at 50 cents each.....	1 00	
3 pounds zinc.....	1 20	
Putting up stove.....	75	
Taking down and cutting hole, and putting up stove.....	2 00	
Cleaning 2 stoves.....	2 00	
1 spicket.....	20	18 68
Repairing tin bucket.....	25	
1 iron water bowl, enamelled.....	75	
Repairing safe and lock.....	10 50	
Repairing drawers, \$2; painting, \$3 25.....	4 25	
Hauling to and from office.....	2 50	17 35

T. N. Kidwell.....

C. M. Lanthorn.....

Sibley &amp; Gay.....

O. Woodward.....

F. &amp; A. Schneider.....



## No. 5—Continued.

To whom paid.	For what object.	Amount.	Total.
George R. Smith .....	1 engraving of the President .....	.....	\$5 00
Adams Express Company .....	Freight on box .....	.....	1 25
Telegraph office .....	Telegrams .....	.....	1 78
Taylor & Maury .....	Stationery .....	.....	18 50
F. C. Callan .....	Books .....	.....	21 00
John Wagner .....	Frame and glass .....	.....	3 50
John C. Rives .....	Globe newspaper .....	.....	5 00
		.....	<u>2,714 26</u>

## RECAPITULATION.

Blank books, binding, &c .....	\$425 53
Stationery .....	1,416 73
Upholstering, &c .....	612 88
Miscellaneous items .....	269 13
Total .....	<u>2,714 26</u>

TREASURY DEPARTMENT, Third Auditor's Office, October 4, 1858.

## No. 6.

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the Fourth Auditor of the Treasury, prepared in obedience to the provisions of the 20th section of the act of Congress of August 26, 1842.*

State of appropriation.	Amount.	Total.
The balance of the appropriation for the year 1857, not drawn from the treasury June 30, 1857 .....	\$250 44	
Balance unexpended in agents' hands .....	157 32	
Appropriated by act of Congress March 3, 1857 .....	1,100 00	\$1,507 76
Between July 1, 1857, and June 30, 1858, there was expended for the necessary objects required for the accommodation of the office, as will appear by the analytical statement subjoined, the sum of .....		1,342 17
Unexpended in agents' hands .....		165 59

A. J. O'BANNON, *Auditor ad interim.*

TREASURY DEPARTMENT, *Fourth Auditor's Office, December 2, 1858.*

## No. 6—Continued.

*Analytical statement of the contingent expenses of the Fourth Auditor's office, from July 1, 1857, to June 30, 1858.*

To whom paid.	For what object.	Amount.	Total.
Taylor & Maury.....	2 reams white wove paper, ruled to order, at \$5 25 .....	\$10 50	
	19 reams letter paper, at \$3 50 .....	66 50	
	1 package thick note paper .....	1 25	
	10 reams copying paper, at \$2 50 .....	25 00	
	1 spring-top inkstand .....	75	
	1 penknife.....	1 50	
	36 boxes double-action pens, at 50 cents .....	18 00	
	1 extra gold pen and holder.....	3 50	
	10 boxes steel pens, at \$1 50 .....	15 00	
	1 box rubber .....	1 25	
	6 bundles red tape, at 50 cents .....	3 00	
	1 box of ink.....	3 60	
	100 large official envelopes .....	75	
	1,000 envelopes.....	3 50	
	1 pound gum arabic .....	75	
	6 balls of twine, at 50 cents .....	3 00	
	3 balls of twine, at 20 cents .....	60	
	8 boxes black sand, at 20 cents.....	1 60	
	1 dozen red ink .....	1 44	
	3 bottles carmine.....	1 12	
	3 dozen lead pencils, at 50 cents.....	1 50	
	100 letter envelopes.....	35	
	3 packages thick envelopes .....	75	
	3 packages buff envelopes .....	38	
	1 dozen penholders .....	50	
	1 writing pad.....	75	
	1 dozen silk taste .....	3 00	
	1 dozen silk ribbon .....	4 50	
	Websters' Dictionary.....	1 50	

\$175 84

Estate of R. Farnham.....	24 50
7 reams of letter paper, at \$3 50.....	24 50
12½ reams of letter paper, at \$3.....	37 50
2 reams laid note paper, at \$3.....	6 00
1 ream white bath paper.....	75
1 ream extra heavy cap, ruled to order.....	7 00
2 dozen sheets blotting board, at 82½ cents.....	1 25
4 quires of blotting paper, at 50 cents.....	2 00
12 sheets white blotting board.....	75
1½ ream blotting paper, at 50 cents.....	75
1 ream brown wrapping paper.....	1 50
4 ream envelope paper.....	1 50
10 quires buff envelope paper, at 10 cents.....	1 00
7, 250 official envelopes, at \$3 50.....	25 38
Printing 4, 250 envelopes, at \$3.....	12 75
1, 750 envelopes, at 30 cents.....	5 25
Printing 200 envelopes, at 25 cents.....	5 00
3 blank books, at \$2 50.....	7 50
1 blank book, at \$2.....	2 00
3 blank books, at \$1.....	3 00
21 penknives, at \$1 25.....	38 75
3 knife hones, at 62½ cents.....	1 88
10 gold pens and cases, at \$1 50.....	15 00
18 gross steel pens, at \$3.....	54 00
1 dozen pens.....	25
3 dozen penholders, at 25 cents.....	75
2 penholders, at 25 cents.....	50
8 pairs scissors, at \$1 per dozen.....	67
2 paper-shears, at 8 cents.....	16
3 pounds wafers, at 10 cents.....	30
6 glass inkstands, at 62½ cents.....	3 75
4 hinge-top inkstands, at 62½ cents.....	2 50
3 small size inkstands, at 25 cents.....	75
1.....do.....do.....	33
2 fountain inkstands, at 75 cents.....	1 50
4 large bottles mucilage, at 62½ cents.....	2 50
1 dozen small bottles mucilage.....	3 00
18 quarts ink, at 10 cents.....	1 80
6 quarts copying ink, at 50 cents.....	3 00
1 dozen Arnold's red ink.....	2 00

## CONTINGENT EXPENSES OF

## No. 6—Continued.

To whom paid.	For what object.	Amount.	Total.
Estate of R. Farnham—Continued .....	1 dozen carmine.....	\$1 20	
	3 dozen lead pencils, at 30 cents.....	2 40	
	3 dozen silk braid, at \$1 .....	3 00	
	18 dozen red tape, at 25 cents.....	4 50	
	1 dozen erasers.....	2 00	
	1 dozen Green's ink-erasers .....	1 20	
	8 arm-rests, at 62½ cents.....	5 00	
	6 balls flaxen twine, at 40 cents .....	2 40	
	6 balls flaxen twine, at 37½ cents .....	2 25	
	15 balls flaxen twine, at 20 cents .....	3 00	
	3 balls colored twine, at 25 cents .....	75	
	4 dozen patent white rubber, at \$1 50.....	75	
	12 needles.....	18	
	2 punches, at 75 cents.....	1 50	
	1 treeting brush.....	75	
	2 gum springs.....	1 00	
	6 Congressional Directories, at 37½-cents.....	2 25	\$306 16
Taylor & Maury .....	2 Blue Books, at \$3 50 .....	7 00	
	6 Congressional Directories, new edition, at 37½ cents.....	2 25	
Wm. Pettibone .....	1 medium index, red and faint ruled.....	1 50	11 50
	4 binding List of Claims.....	50	
	4 letter books, 7 quires medium each, at \$1 4.....	66 00	
	6 books, 6 quires demy each, red and faint ruled, at \$12.....	72 00	
	1 book, 1st class cap paper, ruling, &c.....	7 00	
	Binding 46 vols. Ex. Documents, 1st and 2d sess. 34th Congress, at \$1 25.....	67 50	194 50
John Espoy.....	1 blank book, 4-quires, faint ruled.....	5 00	
	1 blank book, 4-quires, faint ruled, half bound.....	5 00	
Wm. A. Harris.....	Ruling 2,150 blanks and letters, at 25 cents.....	5 38	10 00

THE TREASURY DEPARTMENT.

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C. Wendell.....	Printing, ruling, and binding, &c., 2 quires flat cap, half Russia, at \$1 12½, 2 sets of tags for same.....	13 50 4 00	22 88
Joseph Gawler.....	Binding 2 volumes Navy Register, at \$1..... Ruling 460 circulars, at 25 cents..... Binding 17 volumes Letters, half morocco, at \$2.....	2 00 1 15 34 00	37 15
John S. James.....	Repairing drawer..... Caning 2 chair seats..... Restripping cushion..... Repairing screen..... Making book case..... Making table and case..... Repairing case..... Putting lock on door..... Moving case.....	75 2 00 1 25 37 22 00 8 00 2 00 1 00 50	37 87
Wm. G. Bitner..... Douglas Moore.....	Repairing door..... 1 case for large books..... Writing desk..... Repairing locks, and for 2 keys..... Sewing 49½ yards carpet, at 6½ cents..... Sewing 22 yards binding, at 6½ cents..... Cutting and putting down carpet..... 12 yards binding, at 4 cents..... Thread for carpet..... Moving furniture.....	50 2 50 4 50 3 09 1 38 1 98 48 37 2 00	7 50 1 62
Claggett & Dodson.....	32½ yards wool (Dutch) carpeting, at 75 cents..... 1 piece binding, 37 cents : ¼ pound thread, 31 cents..... 17 yards carpeting, at 95 cents..... 4 yards oil cloth, at 62½ cents..... 12½ yards oil cloth, at 75 cents..... 12 door mats and rugs, at \$1 25.....	24 32 68 16 15 2 50 9 19 15 00	9 30
H. Egan.....	32½ yards matting, at 50 cents..... Laying down same, at 6½ cents.....	16 25 2 93	67 84 18 28



## CONTINGENT EXPENSES OF

## No. 6—Continued.

To whom paid	For what object.	Amount.	Total.
G. R. Smith	Subscriptions to Democratic Review	\$5 00	\$10 00
	Engraving of President Buchanan	5 00	4 00
John Wagner	Framing likeness of President Buchanan		5 00
U. Bohn	Copy of map of Washington		
James Gaither	290 file boards, at \$4 50	13 05	
	100 tags	2 50	
	100 tags	3 00	
	50 large file boards, at 6 cents	3 00	
Wm. J. Harris	Numbering and furnishing 50 labels, at 13 cents		21 55
Wm. Orme	4 brooms, at 28 cents	1 12	6 00
	2 whips, at 19 cents	38	
	2 whips, at 12½ cents	25	
	1 pound soap	25	
G. W. Wright	3 walnut office chairs, at \$3		2 00
L. J. Middleton	302 pecks of ice, at 12½ cents		9 00
O. Woodward	2 coal hods, at \$1 31	2 62	37 75
	1 coal shovel	62	
S. Redfern	1 box soap, \$1 50 ; 2 bars soap, 25 cents	1 75	3 24
	Pitcher and basin	1 25	
	3 whips, at 25 cents	75	
	2 buckets, at 25 cents	50	
O. W. Boteler	1 water cooler	3 50	4 25
	1 Britannia ice pitcher	5 50	
Francis Taylor	4 American Almanacs, and binding		9 00
J. O. Berret	Foreign postage		5 50
Wm. Jones	do		111 19
			102 80

Adams' & Co., express.....	Freight.....	5 00
T. H. Lane.....	Back for office purposes.....	1 00
C. H. Ball.....	do.....	50
G. M. Head.....	do.....	50
Robert Read.....	Taking up carpets.....	1 00
Wm. Hounschild.....	Window shade.....	3 00
W. B. Walworth.....	Telegraphic message.....	50
J. F. Coldwell.....	do.....	85
A. Boyd.....	3 Directories.....	6 00
J. W. Downs.....	Labor from July 1, 1857, to June 30, 1858, inclusive, at \$5 per month.....	20 00
	Washing towels for year ending June 30, 1858.....	6 50
	Washing 26 windows, at 25 cents.....	2 25
	Moving furniture and putting down carpets.....	3 35
	Heavy labor, and car hire for office use.....	
	Total.....	92 10
		1,842 17

## RECAPITULATION.

Labor.....	\$60 00
Blank books, binding, &c.....	264 53
Stationery.....	493 50
Furniture and carpentering.....	155 41
Foreign postage.....	213 99
Miscellaneous.....	154 74
Total.....	1,842 17

## No. 7.

*General statement of the condition of the fund appropriated for the contingent expenses of the Fifth Auditor of the Treasury, prepared in compliance with the requirements of the 20th section of the act of Congress of August 26, 1842.*

For balance remaining of former appropriation on June 30, 1857.....	\$448 97
Amount appropriated for the use of the office for the fiscal year ending June 30, 1859, per act of Congress June 2, 1858.....	1,000 00
	<hr/> 1,448 97
From which deduct amount expended between July 1, 1857, and June 30, 1858, for necessary objects required for the accommodation of the office and the despatch of public business, as will appear by the analytical statement herewith, the sum of.....	902 34
	<hr/> 546 63
Balance on hand June 30, 1858.....	<hr/> <hr/> 546 63

THE TREASURY DEPARTMENT.

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To whom paid.	For what object.	Amount.	Total.
Simson Mead	Furnishing towels for 6 months.	-----	\$6 00
Gales & Seaton.	National Intelligencer, 1 year.	-----	10 00
C. J. Hanks	Recording letters	\$30 00	-----
S. Mead	Recording letters.	100 00	-----
Wm. Pettibone.	Register books for consular receipts under act August 18, 1856.	-----	130 00
Postmaster at Washington.	Postages on foreign letters.	-----	75 00
Postmaster at Washington	American Almanac for 1856 and 1857.	-----	40 83
John McDermott	Three spittoons	-----	2 50
T. N. Kidwell	Ice	-----	1 50
Anthony Buckley	Mahogany table and desk.	-----	24 75
Postmaster at Washington.	Postages on foreign letters.	-----	65 00
Estate of Robert Farnham	Stationery.	29 63	33 00
	Stationery.	34 75	-----
Estate of Robert Farnham	Engraving of President Buchanan.	-----	64 38
S. Mead	Furnishing towels for six months.	-----	5 00
Wm. Pettibone	Binding books and red ruling paper.	-----	6 00
Francis Lamb.	Frame and glass for portrait of the President.	-----	31 50
Andrew Boyd.	1 City Directory	-----	5 00
Taylor & Maury	Stationery	-----	2 00
H. Polkinhorn.	Printing and stamping envelopes	-----	53 71
Wm. Pettibone	Binding Union and Intelligencer.	-----	7 25
T. B. Tilden	Mitchell's Atlas.	-----	6 00
M. C. Sullivan	Repairing chairs.	-----	13 00
Wm. A. Harris.	Ruling reports and statements.	-----	3 25
Postmaster at Washington.	Postages on foreign letters.	-----	8 95
R. S. Sloan	Carpets and furniture	241 66	27 03
	Repairing 2 sofas, chairs, &c.	3 75	-----
		-----	245 41

## STATEMENT--Continued.

To whom paid.	For what object.	Amount.	Total.
H. Blau .....	Making and putting down carpet .....	.....	\$19 75
C. Wendell .....	Ruling blanks .....	.....	15 50
			902 34

M. McCONNEL, Auditor.

TREASURY DEPARTMENT, Fifth Auditor's Office, December 31, 1868.

## No. 8.

OFFICE OF THE AUDITOR OF THE TREASURY FOR THE

POST OFFICE DEPARTMENT, October 8, 1858.

SIR: I have the honor to transmit to you herewith analytical statement of the contingent expenses of this office from July 1, 1857, to June 30, 1858.

I have the honor to be, sir, your most obedient servant,

THOS. M. TATE, Auditor.

Hon. HOWELL COBB, Secretary of the Treasury.

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the Auditor of the Treasury for the Post Office Department, prepared in obedience to the provisions of the 20th section of the act of Congress approved August 26, 1842.*

The balance of the appropriation for the year ending June 30, 1857, was.....	\$13,646 69	
Amount deposited by the disbursing clerk July 7, 1857.....	180 29	
Amount appropriated for the contingent expenses of this office by the act of March 3, 1857, was—		
For blank books, binding, and ruling.....	10,050 00	
For miscellaneous items.....	2,500 00	
		\$26,376 98
Between July 1, 1857, and June 30, 1858, there was expended for the necessary objects required for the accommodation of the office and the despatch of the public business, as will appear by the analytical statement subjoined, the sum of..		8,680 01
Leaving a balance unexpended of .....		17,696 97
Which balance stood as follows on July 1, 1858, viz:		
Undrawn in the treasury.....	17,462 75	
Amount deposited with the United States Treasurer, subject to draft of the disbursing clerk.....	234 22	
		17,696 97

*Analytical statement of the contingent expenses of the office of the Auditor of the Treasury for the Post Office Department from July 1, 1857, to June 30, 1858.*

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CONTINGENT EXPENSES OF

To whom paid.	For what object.	Amount.	Total.
W. W. Cox.....	LABOR.		
	Services in keeping and disbursing the stationery from July 1, 1857, to June 30, 1858.....	\$250 00	
	Furnishing and keeping a horse for use of the office, required for sending warrants repeatedly to the treasury and messages to Congress and the departments, from July 1, 1857, to June 30, 1858.....	300 00	
	Washing for the year ended June 30, 1858.....	162 98	
	Amount paid D. O. Hare for recutting office seal.....	1 50	
			\$714 48
Taylor & Maury.....	STATIONERY.		
	4 reams paper, at \$13 50.....	54 00	
	28 reams paper, at \$3 50.....	98 00	
	2 reams paper, at \$11 50.....	23 00	
	6 reams paper, at \$9.....	54 00	
	1 ream paper.....	13 50	
	1 ream paper.....	2 50	
	6 sheets blotting paper.....	50	
	45 gross steel pens, at \$1 50.....	67 50	
	12 gross steel pens, at 75 cents.....	9 00	
	41,000 official envelopes, at \$6 per 1,000.....	246 00	
	10 packets of note envelopes.....	1 25	
	3 boxes ink.....	10 80	
	16 dozen red ink.....	21 60	
	64 pounds linen twine.....	32 00	
	36 pounds cotton twine.....	7 20	
	24 dozen lead pencils.....	12 00	
	1 ivory screw pencil.....	1 50	
	34 inkstands.....	31 75	
	4 pairs shears.....	4 00	

759 10

Estate of R. Farnham .....	8 dozen penholders .....	4 00
	4 boxes white wafers .....	1 50
	2 dozen silk taste .....	6 00
	2 rolls red tape .....	5 00
	24 dozen red tape .....	6 00
	1 large ivory folder .....	1 50
	1 writing case .....	8 00
	500 quills .....	2 50
	12 erasers .....	3 00
	12 boxes sand .....	3 00
	2 boxes paper seals .....	75
	2 boxes rubber .....	2 50
	1 blank book .....	1 25
	1 French dictionary .....	5 00
	22 reams paper, at \$10 .....	220 00
	38 reams paper, at \$3 .....	114 00
	5 reams paper, at \$3 50 .....	17 50
	2½ reams paper .....	3 50
	65,000 official envelopes .....	413 50
	1,300 letter envelopes .....	3 90
	75 gross steel pens, at \$3 .....	226 50
	124 quarts black ink .....	12 00
	24 dozen penholders .....	6 00
	3 ivory penholders .....	2 50
	20 inkstands .....	16 50
	157½ pounds linen and cotton twine .....	43 91
	376 bottles red ink .....	76 40
	56½ dozen lead pencils .....	28 48
	131 penknives .....	163 75
	1 gold pen, pencil, and case .....	16 00
	9 gold pens and cases .....	30 50
	1,600 quills .....	1 60
	5 rulers .....	20
	30 erasers .....	5 00
	12 pairs shears .....	1 06
	2 Webster's Dictionaries .....	3 00
	1 dozen ivory folders .....	1 50
	5 pieces sponge .....	1 50



## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Estate of R. Farnham—Continued.	3 memorandum books.....	\$2 25	
	6 sand boxes.....	25	
	6 pieces silk ribbon.....	1 50	
	3 pounds rubber.....	1 50	
	1 dozen rubber bands.....	50	
	1 box pounce.....	50	
	2 pounds wafers.....	20	
	1 pen cleaner.....	50	
	1 dozen silk taste.....	2 00	
	6 boxes paper seals.....	1 50	
	11 pints sand.....	11	
	5 pounds gum arabic.....	5 00	
	1 dozen sail needles.....	37	
	3 brushes.....	45	
	1 eyelet machine.....	3 07	
	7 dozen silk braid.....	7 00	
			\$1,434 43
A. O. P. Nicholson	<i>Blank books, binding, &amp;c.</i>		
	Printing, ruling, and binding 16 6-quire, super royal, Mail and Mail Messenger service, full bound, at \$3 50 per quire.....	336 00	
	Paging the same.....	12 00	
	Binding 2 volumes Union and Intelligencer, at 3 per volume.....	6 00	
	Printing, ruling, and binding 1 6-quire, Imperial, Postage Stamps and Stamped Envelopes Journal, full bound, at \$5 25.....	31 50	
	Ruling and binding 13 2-quire Index, at \$2 per quire.....	48 00	
	Printing, ruling, and binding 1 4-quire, super royal, Postage Stamps Account, R. and S., duplicate, full bound, extra, at \$4 per quire.....	16 00	
	Printing and ruling 2 quires of same.....	5 00	
	Printing, ruling, and binding 1 6-quire medium Route Book, first part, full bound, at \$2 50 per quire.....	12 50	

W. A. Harris .....	Printing, ruling, and binding 1 6-quire, demy, Index, 1857 to 1861, half bound, at \$1 62½ cents per quire .....	9 75	488 25
	Ruling faint and red 1,840 Quarterly Transportation Account, at 50 cents per 100 .....	9 20	
	Ruling faint and red 460 Statement of Accounts, at 50 cents per 100 .....	2 30	
G. S. Gideon .....	Printing, ruling, and binding 16 1-quire, super royal, Register of Drafts drawn by the Postmaster General, half Russia, at \$4 per quire .....	64 00	123 25
	Paging the same, at 12½ cents per quire .....	2 00	
	Printing, ruling, and binding 4 1¼-quire, super royal, Register of Warrants drawn by the Postmaster General, half Russia, at \$4 per quire .....	24 00	
	Paging the same, at 12½ cents per quire .....	75	
	13 quires imperial paper, ruled ledger pattern, at \$2 50 .....	32 50	
	Making 1 Index, 1¼ quire, demy .....	1 50	
	Red and faint ruling 6 quires medium paper .....	18 00	
	Binding 1 volume each of Changes, Errors, and Special Contracts .....	7 50	
	Red and faint ruling 6 quires medium paper .....	24 00	
C. Wendell .....	Lettering names of States on 16 volumes Registers, at \$1 .....	16 00	1,064 75
	Lettering names of States on 4 volumes Indexes, at \$2 .....	8 00	
	4 sets of morocco tags, with names of States .....	16 00	
	Red and faint ruling, 4 reams demy .....	16 00	
	Binding 1 volume Postmaster General's Orders .....	2 00	
	Printing, ruling, and binding 1 book Balances, with alphabet .....	24 50	
	Making title and putting on back .....	25	
	Printing, ruling, and binding 2 books, 6 quires, medium .....	30 00	
	Binding 2 volumes Balances .....	4 00	
	Printing, ruling, and binding 44 Registers, 176 quires, at \$5 .....	880 00	
	Printing and ruling 7½ quires, medium and cap .....	17 00	
	Ruling 2 reams white medium paper, at \$4 80 .....	9 60	
	Binding 1 volume Webster's Dictionary .....	1 50	
	Printing, ruling, and binding 10 super royal books, Postage Stamp Accounts, 56 quires, full bound, at \$4 50 .....	252 00	
	Binding 2 volumes Transportations and Collections, at \$3 .....	6 00	
	Ruling and binding 6 6-quire, cap, Register of Drafts, at 62½ cents .....	22 50	
	Ruling 4 reams demy paper to pattern, at \$1 per 100 .....	19 20	
	Printing, ruling, and binding 2 4-quire Indexes, at \$1 62½ .....	13 00	
	Printing, ruling, and binding 2 1-quire, demy, Index, at \$1 62½ .....	9 35	

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
C. Wendell—Continued.	Printing, ruling, and binding 4 2-quire Indexes, at \$1 62½.....	\$13 00	
	Printing, ruling, and binding 32 Route Books, 180 quires, at \$3 50.....	450 00	
	Making 2-quire, cap, Index, at 62½ cents per quire.....	1 25	
	Printing, ruling, and binding 2-quire Accounts with guards.....	10 00	
	Binding volume 43 Postmaster General's Orders for Transportation.....	3 00	\$804 30
Henry S. Davis	<i>Miscellaneous.</i>		
	16 large cases.....	1, 176 00	
	1 step ladder.....	6 00	
	Cloth for covering desks.....	23 29	
	1 washstand.....	10 00	
	1 screen.....	7 50	
	1 table.....	3 50	
	2 wood boxes.....	7 90	
	1 foot bench.....	1 50	
	2 folding boards.....	70	
	1 clothes-rack.....	1 25	
	Repairing desks.....	16 75	
	Repairing cases.....	2 50	
	Hanging door.....	1 75	
	2 locks.....	2 98	
	2 brass bolts.....	3 30	
	1 quadrant.....	1 75	
	Painting.....	4 00	
	Cartage.....	1 63	
	1 set castors.....	75	
Samuel Kirby	6 desks and cases.....	295 00	1, 271 45
	1 table and case.....	75 00	
	Repairing desks and cases.....	80 50	

Repairing tables and cases.....	33 50
6 boxes for inkstands.....	18 00
3 hand-rests.....	3 00
3 screens.....	22 50
1 book-stand.....	5 00
1 punch board.....	1 00
Repairing locks and keys.....	11 50
Repairing chairs.....	9 00
Brass knobs.....	75
Cartage.....	1 00
7 American Almanacs.....	8 75
1 Conkling's Treatise.....	6 00
1 Roecoe's Criminal Evidence.....	5 50
1 Brown's Legal Maxims.....	4 00
1 Wharton's Criminal Law.....	7 50
1 Sedgwick's Statute Law.....	5 50
1 Mayne on Damages.....	2 50
Vol. 8 Opinions of Attorneys General.....	3 00
Vols. 5 and 6 McLean's Reports.....	11 00
1 Curtis' Digest.....	5 00
1 Angel American Corporations.....	5 50
1 porcelain slate.....	2 50
3 American Almanacs.....	1 25
9 Blue Books.....	31 50
40 Congressional Directories.....	15 00
Digest of the Laws of the United States.....	16 40
Supplying pipe and repairing stoves.....	2 00
Repairing water coolers.....	2 50
2 water buckets.....	2 00
Repairing chairs.....	607 49
510 yards carpeting, at \$1 12½.....	1 25
1½ yards carpeting at \$1.....	2 00
12 yards toweling.....	46 50
11 hearth rugs, \$44; 1 mat, \$2 50.....	
W. H. & O. H. Morrison.....	555 75
Taylor & Maury.....	64 25
F. Taylor.....	15 25
James Skirving.....	6 00
W. & D. Ballauf.....	20 90
Clagett & Dodson.....	12 74
	657 24

## CONTINGENT EXPENSES OF

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
J. H. Shekell.....	34 pounds candles, at 28 cents.....	\$9 52	
	20 pounds candles, at 28 cents.....	5 60	
	40 pounds candles, at 26 cents.....	10 40	
	Soap.....	6 12	
	1 dozen brooms.....	4 00	
Shekell & Miller.....	60 pounds candles, at 27 cents.....	16 20	\$35 64
	40 pounds candles, at 24 cents.....	9 60	
	1 box soap.....	2 25	
J. W. Earp.....	Painting, varnishing, &c., 6 cases and 25 labels.....	.....	28 05
Washington Union.....	Subscription for 1857 and '58.....	.....	126 25
Sarah Wells.....	Bottoming chairs.....	.....	20 00
L. F. Clark.....	Putting down four carpets.....	8 00	12 12
	Cutting, sewing, and putting down 489½ yards carpets.....	73 46	
	Binding 66 yards, at 6½ cents.....	4 12	
	3 pounds carpet thread.....	4 50	
	6 pieces carpet binding.....	3 00	
Samuel Lewis.....	3 clocks, locks, and fastenings.....	.....	93 08
George Knott.....	Ice for office.....	.....	69 00
Clagett, Newton, May & Co.....	57 yards toweling.....	14 25	92 73
	6 pieces tape and 6 spools cotton.....	50	
W. H. Harrover.....	1 bucket and new bottom in bucket.....	1 62	14 76
	2 pans.....	58	
	Setting stove.....	5 50	
McGregor & Co.....	4 salt socks.....	1 25	7 70
	3 buckets.....	1 18	
	12 spittoons.....	6 37	
	1 pitcher.....	36	

Joseph L. Savage.....	3 chairs.....	15 50
	2 basins.....	1 25
		25 80
	4 brushes.....	9 00
	10 dusts.....	9 88
	2 pairs andirons.....	4 25
	2 pairs shovel and tongs.....	4 50
	20 pounds soda.....	1 87
	10 papers lustre.....	68
	2 pieces sponge.....	1 25
	2 fenders.....	7 25
	5 coal hods.....	5 88
	1 dozen candlesticks.....	3 75
	1 coal shovel.....	25
	1 cork screw.....	10
L. H. & G. C. Schneider.....	Opening safe and repairing door and lock.....	48 75
John Loeliger.....	Assistance rendered in opening safe.....	20 00
William H. Boyd.....	5 copies Washington Directory.....	1 00
T. B. Tilden.....	Mitchell's Atlas.....	10 00
G. R. Smith.....	1 engraving of President Buchanan.....	13 00
William Harrod.....	Labor of four men, 2½ days each.....	5 00
George Mason.....	3 days' work.....	10 00
William H. Smallwood.....	Removing furniture.....	3 00
Isaac Brown.....	Removing furniture.....	6 00
John Bell.....	Hauling carpets.....	1 00
H. Wurdeman.....	Repairing chairs.....	3 25
J. N. Callan.....	Alcohol and brush.....	9 62
J. Wright.....	Transporting specie from Treasury Department, July, 1857.....	63
E. Hill.....	Transporting specie from Treasury Department, August, 1857.....	1 00
John Howard.....	Transporting specie from Treasury Department, September, 1857.....	1 00
John Thomas.....	Transporting specie from Treasury Department, October, 1857.....	1 00
William Craig.....	Transporting specie from Treasury Department, November, 1857.....	1 50
William Breunan.....	Transporting specie from Treasury Department, December, 1857.....	1 00
Thomas Cowling.....	Transporting specie from Treasury Department, January 29, 1858.....	1 00
Charles Bruce.....	Transporting specie from Treasury Department, January 30, 1858.....	1 00
D. Hagarty.....	Transporting specie from Treasury Department, February, 1858.....	2 00
William Peck.....	Transporting specie from Treasury Department, March, 1858.....	1 00
D. Hagarty.....	Transporting specie from Treasury Department, April, 1858.....	1 00

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
W. A. Gibson.....	Transporting specie from Treasury Department, May, 1868.....	-----	\$1 00
James Eligh.....	Transporting specie from Treasury Department, June, 1868.....	-----	1 00
John Thomas.....	Service rendered on May 31, 1868.....	-----	2 00
			<hr/> 8, 680 01

## RECAPITULATION.

Labor.....	\$714 48
Stationery.....	2, 173 53
Blank books, binding, and ruling.....	2, 480 55
Miscellaneous.....	3, 311 45
	<hr/> 8, 680 01

Respectfully submitted.

OCTOBER 8, 1868.

THOMAS M. TATE, Auditor.

## No. 9.

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the Treasurer of the United States for the year ending June 30, 1858, prepared in obedience to the provisions of the 20th section of the act of Congress of August 26, 1842.*

State of the appropriation.	Amount.	Total.
Balance of the appropriation for the year ending June 30, 1857, not drawn from the treasury on 1st July, 1857.....	\$1,061 07	
Balance remaining in the hands of the agent on the same day.....	50 30	
And there was appropriated by the act of March 3, 1857.....	1,200 00	\$2,311 37
Between the 1st July, 1857, and June 30, 1858, there was expended (as will appear by the analytical statement sub-joined) the sum of .....		1,181 28
Leaving a balance of .....		1,130 09
Which balance stood as follows on 1st July, 1858, viz:		
Undrawn in the treasury .....	1,111 07	
Unexpended in the hands of the agent.....	19 02	1,130 09



Analytical statement of the contingent expenses of the office of the Treasurer of the United States from July 1, 1857, to June 30, 1858.

78

CONTINGENT EXPENSES OF

To whom paid.	For what object.	Amount.	Total.
Rawdon, Wright, Hatch & Edson H. P. Lewis.....	Paper, printing, and binding 26 books, containing 24,000 blank drafts. 16 medium blank books, 3½ quires each, quarterly accounts. 3 cap blank books, 4 quires each, quarterly accounts, Post Office Department 4 cap blank books, 1½ quire each, quarterly accounts, Post Office Department Binding 5 books, quarterly accounts, four in one. Binding 2 check books.....	----- \$72 00 8 10 6 00 17 00 1 50	\$445 74
Herman Blau .....	Repairing and covering 3 office chairs Repairing and trimming venetian blinds .....	7 75 2 50	104 60
John McClelland Taylor & Maury.....	One cutter for cancelling drafts and checks. 1 dozen propelling pencils .....	4 50 6 00	10 25
	2 twine holders, \$3 50 and \$2 50.....	3 25	5 00
	1 gold pen, with silver case .....	4 50	
	1 pound wafers, 50 cents; 4 inkstands, \$4.....	2 00	
	1 box pens, \$1 50; 2 quires account paper, 50 cents 2 bottles blue ink, \$1 50; 4 dozen do. black, \$1 80.....	3 30 4 25	
	3½ pounds linen twine, \$1 75; 1 ream envelope paper, \$3 50 .....	9 25	
	3 paper weights, \$2 25; 2 reams cap paper, \$7.....	9 85	
	3½ dozen blank pass books, disbursing officer's accounts.....	9 25	
	6 Congressional Directories, \$3 25; 2 Blue Books, \$7.....	50 75	
	14,500 pocket envelopes.....		
G. N. Kildwell.....	Supply of ice from May 13 to December 1.....		106 90
Anthony Buchley.....	1 large double mahogany case.....		21 87
L. F. Clarke.....	Laying down carpets, &c., in two rooms .....	5 00	75 00
	Repairing and recovering 5 desks and tables.....	12 50	
Andrew Boyd.....	2 Washington City Directories.....		17 50
			4 00

M. C. Sullivan .....	1 office table.....	6 00
	Repairing 3 chairs.....	3 50
Estate of Robert Farnham .....	21,000 pocket envelopes, at \$3 50.....	74 00
	5,000 pocket envelopes, at \$3.....	15 00
	2 bottles blue fluid, 20 cents; 6 balls cotton twine, 90 cents.....	1 10
	2 pounds linen twine, 40 cents; 6 blue and carmine pencils, 50 cents.....	90
	8 reams letter paper, \$24; 4 reams cap paper, \$12.....	36 00
	2 quarts black ink, 60 cents; 6 gross steel pens, \$18.....	18 60
	2 paper weights, 75 cents; 1 inkstand, \$1 25.....	2 00
	6 large barrel gold pens, with cases.....	21 00
	2 quart bottles mucilage.....	2 00
	4 dozen erasers, \$1; 4 dozen ivory folders, 50 cents.....	1 50
	2 dozen lead pencils, 60 cents; 2 hanks cotton twine, 75 cents.....	1 35
	14 dozen Rogers' penknives.....	22 50
	12 dozen red tape, \$3; 2 dozen penholders, 50 cents.....	3 50
	2 bottles mucilage, \$1 25; 2 brushes, 25 cents.....	1 50
	2 pair shears, 16 cents; 2 inkstands, \$2 50.....	2 66
	2 reams wrapping paper, \$6; 2 quires blotting, 50.....	6 50
	6 paper weights, \$2; 3 gross pens, \$9.....	11 00
	125 cloth envelopes, \$4 37; 300 extra do., \$3.....	7 37
	200 quills, 20 cents; 4 pounds sealing wax, \$6.....	5 20
	2 pounds waxes, 20 cents; 12 quarts black ink, \$1 20.....	1 40
	6 balls cotton twine, \$1 14; 6 bottles carmine, 60 cents.....	1 74
W. J. Harris.....	Painting and repairing iron chest.....	2 00
	Repairing desks, &c.....	2 75
Thomas B. Tilden.....	1 copy Mitchell's General Atlas.....	4 75
William Pettibone.....	20 binders' boards, cut to pattern.....	13 00
L. D. Wolf.....	3 gross copper medium pens.....	2 50
William A. Harris.....	Ruling, faint and red, 630 blank forms for accounts and statements.....	6 00
City Post Office.....	Postage on foreign letters.....	2 65
Cornelius Wendell.....	1,380 blank forms, accounts and statements.....	2 46
	Ruling, faint and red, 1,380 pay rolls.....	3 45
	Ruling and binding 1 6-quire cap book, half Russia.....	6 90
	Printing, ruling, and binding 2 8-quire super royal ledgers, full Russia, at \$4 50.....	3 75
		73 00

236 82

4 75

13 00

2 50

6 00

2 65

2 46

86 10

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Henry B. Croggon .....	Washing towels, nine months.....	\$12 00	
	Three iron coal hods.....	3 37	
	Repairing clock, \$1; repairing chairs, \$1 95.....	2 95	
	Hack to Capitol, 60 cents; water pitcher, 50 cents.....	1 50	
	Recovering table, \$2 50; blank book and key, 80 cents.....	3 30	
	Olive oil, 60 cents; 1 punch, 70 cents.....	1 20	
	Brooms and brushes, \$2 57; sponge and cup, 25 cents.....	2 82	
	Total .....		\$26 64
			1,181 28

TREASURY OF THE UNITED STATES, December 1, 1858.

SAM. CASEY, Treasurer.

## No. 10.

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the Register of the Treasury Department, for the fiscal year ending June 30, 1858; prepared in obedience to the provisions of the 20th section of the act of Congress of August 26, 1842.*

State of appropriation.	Amount.	Total.
<i>Blank books, binding, stationery, books for recording commercial returns, arranging and filing marine papers, &amp;c.:</i>		
In hands of J. D. Colmesnil, agent, July 1, 1857.....	\$1,719 50	
Balance of appropriation, July 1, 1857.....	2,799 58	
Appropriated by act of March 3, 1857.....	7,000 00	\$11,519 08
Expended during the fiscal year, per analytical statement ...	7,583 66	
In hands of J. D. Colmesnil, disbursing agent, July 1, 1858 -	456 24	
Undrawn in the treasury.....	3,479 18	11,519 08

Analytical statement of the contingent expenses of the office of the Register of the Treasury Department, from July-1, 1857,  
to June 30, 1855.

CONTINGENT EXPENSES OF

To whom paid.	For what object.	Amount.	Total.
W. A. Harris.	Ruling 5, 750 certificates, at 25 cents..... 1 8-quire super-royal ledger..... 3 6-quire medium books, at \$15 44..... 1 4-quire book..... 1 6-quire cap book..... 1 5-quire cap book..... 1 set tags..... Ruling 3 reams paper, at \$1 16½..... 2 demi books, 6 quires, Register of Warrants, at \$10 20..... Printing, ruling, red and faint, 1 ream medium paper..... 2 volumes Imports, Foreign and American Vessels, at \$45..... 26 volumes Exports and Imports, Foreign and American Vessels, at \$40..... 150 Abstracts Imports and Exports, large size, at \$3..... 300 Abstracts Imports and Exports, small size, at \$1.....	\$14 38 22 16 46 32 8 00 7 50 6 25 2 00 3 50 20 40 15 00 90 00 1,040 00 300 00 300 00	
H. P. Lewis.	1 Imperial ledger, 8 quires..... 1 Imperial ledger, 6½ quires..... 1 Imperial ledger, 7 quires..... 1 Imperial ledger, 6 quires..... 1 medium flat, 15½ quires..... 1 demi book, 6 quires..... 1 book of expenditures, flat cap..... 1 book, cap, 5 quires..... 2 books receipts and expenditures..... 2 journals, at \$5..... 30 guard books, at \$3 50..... 36 Enrolments and Registers, at \$5..... 5 volumes Registers, at \$5..... 1 ream first class demi, ruled.....	34 30 27 87 28 70 11 73 35 00 8 22 5 60 5 69 10 00 10 00 185 00 150 00 25 00 10 50	\$1,875 51

3 in/lexes.....	3 00
3 quires blank paper, bound.....	75
<b>Frank Taylor</b> .....	
2 American Almanacs, and binding, 1856.....	3 00
do.....1857.....	3 00
do.....1858.....	2 50
<b>Henry Kaber</b> .....	
1,850 file-boards, at 5 cents.....	92 50
500 file-boards, at 4½ cents.....	22 50
1 table.....	8 50
do.....	8 75
do.....	6 00
1 chair.....	10 00
do.....	6 00
3 chairs, at \$3 25.....	9 75
1 chair.....	5 75
1 bookcase.....	125 00
do.....	37 00
do.....	65 00
do.....	10 50
do.....	45 00
do.....	40 00
1 desk.....	35 00
do.....	38 00
1 rack.....	1 75
1 screen.....	9 00
1 washstand.....	2 25
1 small platform.....	1 00
Altering and repairing chairs, desks, bookcases, &c.....	130 38
<b>L. F. Clark</b> .....	
37½ yards matting, at 44 cents.....	16 50
2 pair tassels, at 87½ cents.....	1 75
6 yards picture cord, and nails, &c.....	85
20 pieces binding, at 50 cents.....	10 00
Putting down 302½ yards matting, at 19 cents.....	39 25
Putting up 2 blinds, at 50 cents.....	1 00
Making up 210½ yards tapestry carpeting, at 15 cents.....	31 64
Making up 104½ yards three-ply carpeting, at 12½ cents.....	20 68

507 86

8 50

709 63

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
L. F. Clark—Continued	3½ pounds carpet thread, at \$1 25 ..... 2 silk tassels, at 37½ cents ..... Repairing and hanging blinds, and replacing furniture, &c., &c. ....	\$4 37 75 18 50	\$136 19
J. M. Keeling	5 keys, at 30 cents ..... Picking locks .....	1 50 50	2 00
J. C. McGuire	1 walnut sofa ..... 2 pair shovels and tongs, at \$2 ..... 3 pair shovels and tongs, at \$1 50 ..... 1 set shovel and tongs .....	4 00 4 50 5 00	42 00
J. L. Savage	1 pan ..... 4 coal hods, at \$1 ..... 2 baskets, at 75 cents ..... 1 saw ..... 1 pair punches ..... 1 hammer ..... 1 corkcrew ..... 1 screwdriver, 37 cents; needles, 13 cents; scissors, 50 cents ..... Awls, 38 cents; files, 25 cents; screwdriver, 25 cents ..... 1 pair shears, 25 cents; 2 gimlets, 12½ cents ..... 1 spigot .....	38 4 00 1 50 1 50 75 75 25 1 00 88 37 12	
Barnes & Mitchell	365 yards superior matting, at 50 cents ..... 4 mats, at \$2 50 ..... 1 remnant of oil cloth ..... Do.....do..... 35 yards oil cloth, at 75 cents ..... 5½ yards oil cloth, at \$1 25 ..... 34 yards toweling, at 32 cents ..... 3 pieces toweling, at \$3 .....	182 50 10 00 50 94 26 25 56 5 38 6 00	25 00

18 pieces tape, at 5 cents.....	65	723 02
2½ yards Canton flannel, at 12½ cents.....	28	
14 yards bedoon linen, at 25 cents.....	31	
24 yards huck diaper, at 25 cents.....	6 00	
209¼ yards 3-ply carpet, at \$1 50.....	314 63	
112 yards 3 ply carpet, at \$1 37.....	154 00	
4½ yards tapestry, at \$1 50.....	6 37	
2 sheets wadding, at 12½ cents.....	25	
1 cocoa mat.....	2 50	
1 table.....	10 00	
1 arm chair.....	6 75	15 75
3 boxes pens, at \$1 50.....	54 00	
19 gross pens, at \$1 50.....	28 50	
3 reams medium paper, at \$9.....	27 00	
7 reams folio post paper, at \$2 50.....	17 50	
1 ream large writing paper.....	10 50	
10 reams copying paper, at \$2 50.....	25 00	
16 reams quarto paper, at \$3 50.....	56 00	
15 reams foolscap paper, at \$3 50.....	52 50	
2 reams brown envelope paper, at \$10 50.....	21 00	
10 reams letter paper, at \$3 50.....	35 00	
3 reams wrapping paper, at \$10 50.....	31 50	
4 packages note paper, at \$1 50.....	6 00	
6 reams large note paper, at \$2 75.....	16 50	
2 reams blotting paper, at \$2 50.....	5 00	
2½ dozen penknives, at \$1 50.....	48 00	
1 extra penknife.....	2 75	
1 dozen erasers, at 25 cents.....	3 00	
2 dozen folders, at \$2.....	4 00	
6 boxes envelopes, at \$3 25.....	19 50	
2 boxes envelopes, at \$1 25.....	3 50	
2 blank books with propelling pencils, at \$2 25.....	4 50	
1 memorandum book.....	50	
1 dozen pair office shears, at \$1.....	12 00	
1 dozen pair office scissors, at 50 cents.....	6 00	
4 pounds sealing wax, at \$1.....	4 00	
18 dozen lead pencils, at 50 cents.....	9 00	

G. M. Wright .....

Taylor &amp; Maury.....



## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Taylor & Maury—Continued .....	2 dozen extra pencils, at 75 cents.....	\$1 50	
	2 dozen blue and carmine pencils, at \$3.....	6 00	
	2 dozen ivory propelling pencils and leads, at \$1 25.....	2 50	
	24 bundles tape, at 50 cents.....	12 00	
	24 pounds twine, at 50 cents.....	12 00	
	20 inkstands, at \$1 25.....	25 00	
	6 inkstands, at 50 cents.....	3 00	
	6 dozen penholders, at 50 cents.....	3 00	
	2 gold pens and penholders, at \$3 25.....	6 50	
	1,000 quills.....	5 00	
	2 paper weights, at \$1 25.....	2 50	
	2 paper weights, at \$1 50.....	3 00	
	6 letter clips, at \$1.....	6 00	
	1 dozen rulers.....	2 00	
	2 boxes India rubber, at \$1 25.....	2 50	
	3 long gutta percha rulers, at 87½ cents.....	2 62	
	1 large gum brush.....	50	
	1 mug for gum.....	25	
	2 boxes black ink, at \$3 60.....	7 20	
	1 box carmine ink.....	4 00	
	Do.....	3 00	
	6 large bottles fluid, at 75 cents.....	4 50	
	12 bottles copying ink, at 40 cents.....	4 80	
	27 bottles black ink, at 30 cents.....	8 10	
	12 bottles common ink, at 25 cents.....	3 00	
Nairn & Palmer.....	24 lbs. gum arabic, at 75 cents.....	18 00	
	1 French chamols.....	1 75	
	2 large sponges, at \$1.....	2 00	
	1 brush.....	25	
	1 mug.....	25	
		\$633 23	
			22 25

Isaac Angney.....	Arranging and filing marine papers from July 1, 1857, to June 30, 1858, at \$1, 200 per annum.....	1, 200 00	3 60
Z. Brown.....	6 lbs. sperm candles, at 60 cents.....		75
	1 water bucket.....		37
	1 broom.....		62
	1 water basin.....		31
	1 pitcher.....		25
	1 spicket.....		2 00
	1 dozen tumblers.....		1 13
	1 dozen cakes soap, at \$2 25.....		75
	1 dozen twists tobacco.....		25
	1 shoe knife.....		75
	Paint.....		63
	1 brush.....		37
	1 tin can.....		63
	Soap.....		
Albert Barbour.....	Washing towels from January 1, 1857, to June 30, 1858.....	12 41	
C. S. Fowler.....	1 set tumblers.....	51 00	2 00
	1 water basin.....		62
Charles Stewart.....	Expenses in carrying mails from Register's office to post office during quarter ending March 1, 1858.....	2 62	8 10
	Expenses of cartage.....		12 75
	Making and marking 2 dozen towels.....		3 00
	Cartage for Mr. Lowndes.....		1 00
M. Stewart.....	Making and marking 2 dozen towels.....	24 85	
H. L. Offut.....	142½ lbs. sperm candles, at 40 cents.....	3 09	
T. W. Fowler.....	2 Lists of Post Offices in United States, at 50 cents.....	57 00	
Ford & Bro.....	3 lbs. gum arabic, at 75 cents.....	1 00	
R. Farnham's estate.....	For exchange in letter balance.....	2 25	
	3 large gold pens, at \$3.....		3 25
	1 fountain gold pen.....		9 00
	3 dozen gold pens, at \$18.....		2 00
	2 pens and cases, at \$1 50.....		54 00
	1 pen and holder.....		3 00
	1 Prince's fountain pen.....		2 50
	1 gutta gold mounted pen and pencil.....		6 00

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
B. Farnham's estate—Continued.....			
	89 gross steel pens, at \$3.....	\$267 00	
	2 drawing pens, at \$1 50.....	3 00	
	34 dozen pens, at 25 cents.....	8 50	
	14 reams letter paper, at \$3 50.....	49 00	
	15.....do.....at \$3.....	45 00	
	13 reams note paper, at \$3.....	39 00	
	1.....do.....	2 00	
	10 reams foolscap, at \$3 50.....	35 00	
	6.....do.....at \$3.....	18 00	
	6½ reams brown wrapping paper, at \$3.....	19 50	
	1 ream folio post paper.....	2 00	
	1 ream brown paper.....	1 00	
	1 ream super royal, at \$1.....	50	
	1.....do.....	2 00	
	1 ream blotting paper.....	50	
	1 ream copying paper.....	1 00	
	1.....do.....	1 50	
	4 ream envelope paper, at \$2.....	1 00	
	10 reams waste paper, at 50 cents.....	5 00	
	19 dozen lead pencils, at 30 cents.....	5 70	
	1 dozen propelling pencils, at 16½ cents.....	2 00	
	3 propelling pencils.....	1 37	
	2 cards lead pencils, at 12½ cents.....	25	
	2 dozen red and blue pencils, at \$1.....	2 00	
	1½ dozen ivory, &c., pencils, at \$3.....	3 00	
	2 pair shears, at 8 cents.....	16	
	17 inkstands, at \$1 25.....	21 25	
	7 iron inkstands, at 50 cents.....	3 50	
	1 elastic inkstand.....	1 50	
	1 glass inkstand.....	31	
	4 dozen carmine ink, at \$1 20.....	4 80	
	1 bottle black ink.....	50	

6 bottles Arnold's fluid, at 75 cents	4 50
4 dozen black ink, at \$1 20	4 80
1 bottle black ink	20
1.....do.....	10
7,000 envelopes, at \$3 50	24 50
7,550.....do.....at \$3	22 65
1,000 note envelopes	1 50
500 opaque envelopes, at \$4 50	2 25
1,000 envelopes	2 85
14½ dozen penholders, at 30 cents	4 37
1 dozen balls cord	3 50
1½ dozen balls twine, at \$3 33	5 00
12 dozen silk braid, at \$1 50	18 00
7½ dozen taffeta ribbon, at \$3 50	18 75
1½ dozen ivory folders, at \$2	3 00
2 dozen.....do.....at \$1	2 00
1 paper cutter	20
1½ dozen erasers, at \$2	3 00
2 erasers, at 17 cents	34
10 sponge cups, at 25 cents	2 50
4 dozen packs visiting cards, at \$1 50	6 00
½ dozen packs blank cards, at 15 cents	90
Arthur's portfolio	75
2 blank books, at \$2	4 00
3.....do.....at 25 cents	75
2.....do.....at 75 cents	1 50
1.....do.....	63
1.....do.....	50
16 rulers, at 62½ cents	10 00
2.....do.....at \$1	2 00
4.....do.....at 75 cents	3 00
2.....do.....at 37½ cents	75
2 paper knives, at \$1	2 00
4½ dozen penknives, at \$15	71 25
1 penknife	2 00
3.....do.....at \$1 08½	3 25
1.....do.....	4 00
4 dozen blotting boards, at 50 cents	2 00
4.....do.....at 62½ cents	2 50

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
B. Farnham's estate—Continued.....	2 letter clips, at 75 cents ..... 1 bottle macilage and brush ..... 1 ivory pounce box ..... 1 letter balance ..... 2 glass paper weights, at \$1 25 ..... 3 paper weights, at \$2 ..... 4.....do.....at 25 cents ..... 4 pounds sealing wax, at \$1 25 ..... 500 quills ..... 1 copying press ..... 1 eyelet machine ..... 2 boxes eyelets, at 37½ cents ..... 24 dozen red tape, at 25 cents ..... 24 dozen.....do.....double width, at 50 cents .....	\$1 50 62 4 1 75 2 50 6 00 1 00 5 00 10 00 3 50 75 6 00 12 00	
T. White & Co.....	43 pounds candles, at 62½ cents ..... 4 boxes.....do.....at \$3 75 ..... Soap ..... 1 basket ..... 1 mat ..... 2 spittoons, at 50 cents ..... 2 wisp brooms, at 25 cents ..... 3 brooms, at 40 cents ..... 6.....do.....at 18½ cents ..... Drayage ..... 1 bottle oil ..... 1 shovel ..... 1 wood hod ..... Raw cotton ..... 1 brush ..... 2.....do.....at 50 cents ..... 1.....do.....	26 25 15 00 11 87 88 75 1 00 50 1 20 1 13 1 13 50 1 00 1 00 25 1 00 1 50 19	\$926 54

Tacks.....	72	
1½ dozen brass candlesticks, at \$4 50.....	6 75	
1 sponge glass.....	25	
2 pitchers, at 75 cents.....	1 50	
1.....do.....	38	
1 keeler.....	50	
1.....do.....	38	
Taking up and putting down 18 carpets, at \$1.....	18 00	75 62
do.....do.....1 matting.....	1 00	
Hemming 22 towels, at 12½ cents.....		19 00
Ice from December 1, 1866, to November 3, 1867.....		2 75
Putting new seat in chair.....		56 70
Subscription for Daily National Intelligencer.....		1 50
1 box candles.....		3 75
1 steel engraving of the President.....		5 00
Postage on letters, &c.....		14 50
Subscription for Daily Union.....		10 00
1 plain frame.....		3 50
1 leather mail-bag.....		5 00
100 file-boards.....		4 50
4 7-quire imperial ledgers, at \$29 47.....	117 88	
3 medium books, at \$8 17.....	24 51	
30 guard books, at \$3 54.....	105 00	
2 indexes, at \$1 75.....	3 50	
1 6-quire demi book.....	11 22	
1 6-quire medium book.....	15 86	
1 14 quire.....do.....	52 34	
1 8-quire ledger.....	\$3 68	
4,700 certificates, at 25 cents.....	11 75	
Binding 14 volumes Union and Intelligencer, at \$3.....	42 00	
		397 74
		7,583 66

F. BIGGER, Register.

TREASURY DEPARTMENT, Register's Office, December 14, 1868.

## No. 11.

*A detailed statement of the contingent expenses of the office of the Commissioner of Customs for the year ending June 30, 1858; prepared in compliance with the 20th section of the act of August 26, 1842.*

To whom paid.	For what object.	Amount.	Total.
Philip Hines.....	1 quarter washing towels.....	\$9 00	
	Telegraph despatches.....	5 00	
	Labot, &c., to post office.....	3 50	
			\$17 50
Clagett & Dodson.....	2 dozen towelling, &c.....	-----	
C. W. Boteler.....	1 pair shovel and tongs.....	-----	6 19
T. V. Coburn.....	Brooms, soap, and candles.....	-----	5 50
W. H. & O. H. Morrison.....	Howard's Reports.....	5 00	5 86
	Dunlap's United States Laws, 2 volumes.....	15 00	
			20 00
H. P. Lewis.....	Printing and binding cap books.....	15 00	
	Printing 750 circulars.....	20 00	
	Binding and binding 4 record books.....	60 00	
	Binding and binding 6 medium books, 3 quires each.....	30 00	
	Binding and printing one ream demy.....	25 00	
			150 00
Philip Hines.....	Washing towels.....	9 00	
	3 brushes.....	1 10	
	1 hatchet.....	75	
			10 85
Charles Colman.....	Putting down carpets.....	-----	6 38
Thomas Barley.....	Whitewashing rooms.....	-----	2 50
Hoe & Brother.....	Oil cloth.....	-----	11 26
T. A. Kidwell.....	Ice.....	-----	18 18
T. V. Coburn.....	Brooms, candles, &c.....	-----	5 75
A. Rutherford.....	Mantel and hearth slab.....	-----	47 91
P. Hines.....	Washing towels.....	9 00	
	Extra labor.....	3 50	
			13 59

James Thomson.....	Covering desks and tables with cloth, &c.	26 00
W. Brown.....	Painting commissioner's room.....	14 60
Horace Anderson.....	Temporary clerk.....	97 83
G. M. Wagner.....	One frame.....	6 00
Hoos, Brother & Co.	Carpeting for office.....	141 04
G. S. Gideon.....	Printing and binding 4 books, 10 quires, cap.	48 00
C. Wendell.....	Printing, ruling, and binding 26 quires, medium books.	30 00
	Ruling and binding 2 ditto 7-quire demi books, and paging	19 11
P. Hines.....	Washing towels.....	9 00
	Making ditto, &c.....	5 84
T. B. Tilden.....	One Mitchell's Map.....	17 00
T. V. Coburn.....	Brushes, candles, &c.....	11 00
W. H. & O. H. Morrison.....	2 Gordon's Digest.....	6 00
	2 Laws United States Courts.....	6 00
	1 Webster's Dictionary.....	6 00
	1 Gazetteer.....	6 00
Gales & Seaton.....	Subscription to paper.....	40 00
Boyd & Green.....	Price Current.....	10 00
Estate of R. Farnham.....	20 reams letter paper.....	8 67
	Blotting paper.....	60 00
	4 ream wrapping paper.....	25
	1 dozen penknives.....	1 60
	11 dozen pencils.....	15 00
	6 1/2 dozen penholders.....	4 08
	4 gold pens.....	1 75
	3 shears.....	13 00
	10 teams tea paper.....	24
	Letter files.....	5 00
	2 stamps.....	1 00
	2 balls twine.....	87
	1 portfolio.....	60
	1 box wafers.....	2 50
	4 dozen erasers.....	5
	10 inkstands.....	85
	50 quills.....	4 59
	8 gross pens.....	5
		26 00



## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Estate of R. Farnham—Continued.			
	1 dozen red ink.....	\$0 60	
	5,700 envelopes.....	29 87	
	6 blank books.....	3 75	
	4 pounds sealing wax.....	5 00	
	30 dozen red tape.....	7 50	
	Man's copying books.....	5 00	
			\$188 95
Andrew Boyd.....	5 Directories.....		10 00
G. R. Smith.....	Engraving.....		5 00
Estate of R. Farnham.....	4 bottles ink, copying.....	2 00	
	4 bottles ink.....	40	
	1 dozen taste.....	1 00	
	1 ball twine.....	25	
	3 gold pens.....	8 00	
	1 dozen red ink.....	1 50	
	1 blank book.....	50	
	7 dozen pencils.....	2 80	
	3,500 official envelopes.....	17 30	
	10 reams letter paper.....	30 00	
	2 reams cap paper.....	6 00	
	6 reams tea paper.....	3 00	
	6 reams note paper.....	19 50	
	1 dozen ivory folders.....	1 08	
	1 box wafers.....	25	
	1 Dictionary.....	6 00	
	1 dozen manila.....	5 25	
	6 paper files.....	1 20	
	1 sand box.....	75	
	5 inlstands.....	3 75	
	14 dozen penknives.....	23 75	
	8 gross pens.....	24 75	
	1 ream wrapping paper.....	1 50	

6 quires envelope paper.....	1 50	168 96
Sand .....	2	
6 erasers .....	1 00	
3 hones .....	2 25	
2 pair shears.....	16	
1 pound rubber.....	1 50	
6, 500 official envelopes.....	33 75	
2 penknives.....	5 00	
1 ream note paper.....	3 00	
1 ream wrapping paper.....	3 00	
3 reams letter paper.....	9 00	
6 quires envelope paper.....	1 50	
6 quires blotting paper.....	1 00	
2 blank books.....	5 00	
3 gross pens.....	10 50	
1 pound wax.....	1 25	
1 ball twine .....	20	
1 pair shears.....	8	
1 seal.....	1 50	
4 bottles ink.....	40	
6 bottles copying ink.....	3 00	
6 erasers .....	1 00	
200 quilla.....	30	
6 boxes seals.....	1 50	
1 letter balance .....	4 00	
3 ink stands .....	3 75	
1 dozen penholders.....	25	
1 gold pen.....	4 00	
Repairing furniture .....		92 88
Binding, printing, and ruling 2 blank books.....	32 00	6 25
Paging 4 record books.....	4 00	
Washing towels.....	9 00	36 00
Labor .....	1 35	
Hack hire .....	1 50	
Repairing office furniture.....		11 86
		7 88

R. Farnham

James Thomson  
H. P. Lewis

Philip Hines

James Thomson

## CONTINGENT EXPENSES OF

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Campbell & Coyle.....	Fire set .....	\$6 25	\$6 50
W. H. & O. H. Morrison.....	5 American Almanacs.....	15 00	
	1 Universal Atlas.....	12 00	
	2 Broghley's Digest.....	6 00	
	2 volumes Opinions Attorneys General.....	1 25	
	1 dozen soap.....	1 50	
	2 books.....	50	
	1 dozen elastic bands.....		42 50
C. A. Coltman .....	Making and putting down matting.....	16 00	
	Taking up and cleaning carpets.....	7 25	
New York Journal of Commerce.....	Subscription to June 30, 1858.....		23 25
B. P. Franklin .....	18 pieces paper and border.....	37 50	6 00
	Hanging paper and border.....	7 00	
Washington Union.....	Subscription to March 31, 1858.....		44 50
Taylor & Manry .....	26½ reams letter paper.....	89 25	10 00
	22 quires blotting paper.....	10 75	
	4 reams envelope paper.....	10 00	
	4 reams extra large paper, ruled.....	34 00	
	25 reams paper, ruled.....	38 50	
	5 reams tea paper.....	3 75	
	10,500 official envelopes.....	89 50	
	1 dozen penknives.....	31 25	
	1 dozen inkstands.....	2 25	
	1 dozen inkstands.....	14 25	
	5 blank books.....	3 37	
	2 pairs shears.....	2 00	
	12 boxes pens.....	16 50	
	7 gold pens.....	23 75	
	4 balls twine.....	1 50	

7 dozen penholders.....	5 00				
14 dozen ink.....	8 40				
7 folders.....	2 17				
1 eyelet machine.....	4 00				
3 boxes wafers.....	75				
2 dozen erasers.....	6 00				
2 paper weights.....	1 00				
2 dozen rubber.....	4 25				
1 dozen mudlage.....	9 00				
1 letter balance.....	1 75				
4 paper knives.....	5 00				
1 box sand.....	25				
20 dozen tape.....	10 50				
14 dozen pencils.....	10 50				489 19
3 cane-seat chairs.....	12 50				
1 arm chair.....	27 00				
7 cane-seat chairs.....	42 00				
1 office table.....	25 00				
Carpenters' work.....					106 50
600 envelopes.....	3 25				
1 blank book.....	2 50				
6 Congressional Directories.....	2 25				
5 Blue Books.....	17 50				
1 gold pen.....	3 75				
Congressional Directories, new edition.....	3 50				
					32 75
Total.....					2,060 16

Samuel Kirby.....

James Thomson.....  
Taylor & Maury.....

## CONTINGENT EXPENSES OF

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Campbell & Coyle.....	Fire set .....	\$6 25	\$6 50
W. H. & O. H. Morrison.....	5 American Almanacs.....	15 00	
	1 Universal Atlas.....	12 00	
	2 Brogley's Digest .....	6 00	
	2 volumes Opinions Attorneys General.....	1 25	
	1 dozen soap.....	1 50	42 50
	2 books .....	50	
	1 dozen elastic bands.....		
C. A. Coltman .....	Making and putting down matting.....	16 00	
	Taking up and cleaning carpets.....	7 25	
New York Journal of Commerce.....	Subscription to June 30, 1858.....		23 25
B. P. Franklin .....	18 pieces paper and border.....		
	Hanging paper and border.....	37 50	5 00
		7 00	
Washington Union.....	Subscription to March 31, 1858.....		44 50
Taylor & Maury .....	25½ reams letter paper .....	89 25	
	22 quires blotting paper .....	10 75	10 00
	4 reams envelope paper.....	10 00	
	4 reams extra large paper, ruled .....	34 00	38 50
	25 reams paper, ruled.....	38 50	
	5 reams tea paper .....	3 75	89 50
	10,500 official envelopes.....	89 50	
	1 dozen penknives.....	31 25	2 25
	Congressional Directories .....	2 25	
	1 dozen inkstands .....	14 25	3 37
	6 blank books.....	3 37	
	2 pairs shears .....	2 00	16 50
	12 boxes pens.....	16 50	
	7 gold pens.....	23 75	1 50
	4 balls twine.....	1 50	

7 dozen penholders.....	6 00		
14 dozen ink.....	8 40		
7 folders.....	2 17		
1 eyelet machine.....	4 00		
3 boxes wafers.....	75		
2 dozen erasers.....	6 00		
2 paper weights.....	1 00		
2 dozen rubber.....	4 25		
1 dozen mudlage.....	9 00		
1 letter balance.....	1 75		
4 paper knives.....	5 00		
1 box sand.....	25		
20 dozen tape.....	10 50		
14 dozen pencils.....	10 50		
3 cane-seat chairs.....	12 50		439 19
1 arm chair.....	27 00		
7 cane-seat chairs.....	42 00		
1 office table.....	25 00		
Carpenters' work.....			
600 envelopes.....	3 25		
1 blank book.....	2 50		
6 Congressional Directories.....	2 25		
5 Blue Books.....	17 50		
1 gold pen.....	3 75		
Congressional Directories, new edition.....	3 50		
Total.....			32 75
			2,060 16
Samuel Kirby.....			
James Thomson.....			
Taylor & Maury.....			
			106 50
			15 38

*General statement of the condition of the fund appropriated for the contingent expenses of the office of the Commissioner of Customs, prepared in obedience to the provisions of the 20th section of the act of August 26, 1842, for the fiscal year ending June 30, 1858.*

State of appropriation.	Amount.	Total.
Balance of appropriation for the year ending June 30, 1857, not drawn from the treasury on 1st July, 1857 .....	\$2,597 63	
Balance in the hands of the agent on the 30th June, 1857....	154 40	
And there was appropriated .....	2,000 00	\$4,752 03
For the fiscal year ending June 30, 1858, there was expended the sum of .....		2,050 16
Leaving unexpended .....		2,701 87
Which balance stood as follows:		
Undrawn in the treasury .....	2,797 63	
Less balance due agent on 30th June, 1858 .....	95 76	
Unexpended .....		2,701 87

## No. 12.

*General statement of the state of the appropriations for the contingent expenses of the office of the Solicitor of the Treasury for the fiscal year ending June 30, 1858.*

Balance of appropriations for Solicitor's office previous to June 30, 1857, which remained unexpended on that day .....	\$3,076 93	
To which add appropriations for the year ending June 30, 1858 .....	2,200 00	\$5,276 93
From which deduct disbursements during the year ending June 30, 1858, per analytical statement herewith.....		930 37
Leaving balance unexpended July 1, 1858, of.....		4,346 56
Of which there is still undrawn in the treasury July 1, 1858.	3,865 53	
And in the hands of the disbursing clerk.....	481 03	4,346 56

*Analytical statement of the contingent expenses of the office of the Solicitor of the Treasury for the fiscal year ending June 30, 1858, prepared in pursuance of the 20th section of the act of Congress approved August 26, 1842.*

Date.	Of whom purchased.	Articles purchased.	Cost.	Total amount.
1857.				
March 27	W. H. & O. H. Morrison.....	1 Digest of English Law and Equity Reports.....	\$5 00	
April 7	do.....	1 Hempstead's Arkansas Reports.....	5 00	
	do.....	1 copy Story on Contracts, 2 volumes.....	11 00	
		1 Wills on Circumstantial Evidence.....	1 50	
May 4	do.....	1 Curtis' Digest.....	5 00	
29	do.....	1 Cushing's Reports, 10th volume.....	5 00	
June 6	do.....	1 Alcott's Reports.....	4 50	
17	do.....	1 Chitty on Carriers.....	4 00	
27	do.....	1 Maryland Digest.....	10 00	
July 1	do.....	1 Mathews' Digest, volume 1.....	6 00	
Aug. 19	do.....	1 Sedgwick on Statutory Law.....	5 00	
	do.....	1 Statutes of Illinois, 2 volumes.....	12 00	
22	do.....	1 Dunlop's Book of Forms.....	4 50	
		1 Bennett and Herd's Leading Criminal Cases, volume 2.....	5 00	
		1 Browne on Statutes of Frauds.....	5 00	
		1 Dunlop's United States Laws.....	7 50	\$96 00
Sept. 3	W. H. & O. H. Morrison.....	1 Cushing's Reports, volume 11.....	5 00	
24	do.....	1 Pennsylvania Reports, volume 27.....	5 00	
Oct. 15	do.....	1 Newberry's Admiralty Reports, volume 1.....	6 00	
17	do.....	1 United States Annual Digest, volume 16.....	5 00	
22	do.....	1 Matthews' Digest, volume 2.....	6 50	
1858.				27 50
Jan. 2	W. H. & O. H. Morrison.....	1 Gray's Report, volume 4.....	5 50	
		1 Redfield on Railways.....	5 50	
15	do.....	4 American Almanacs, 1858, at \$1 25.....	5 00	
21	do.....	1 Bishop on Criminal Law, volume 2.....	5 50	
28	do.....	1 Worcester's Academic Dictionary.....	1 75	



## STATEMENT—Continued.

Date.	Of whom purchased.	Articles purchased.	Cost.	Total amount.
1868. Feb. 9	W. H. & O. H. Morrison—Continued.	1 Opinions of Attorneys General, volume 8	\$3 00	
March 16	do.	1 Selden's New York Reports, volume 5.	4 00	\$30 25
1857. Jan. 2	Taylor & Maury	10 Congressional Directories.		
17	do.	1 large bottle mullage.	3 75	
23	do.	1 ream large wrapping paper	5 25	
30	do.	1 ream letter, \$3 50; and 4 reams wrapping paper, \$3	6 50	
Feb. 3	do.	2 reams letter paper, \$7; bottle ink, 30 cents.	7 30	
25	do.	200 quills, \$1; March 3, 3 penknives, \$4 50.	5 50	
March 18	do.	5 reams letter paper, \$17 50; 4 dozen French penholders, at 37½ cts.	17 87	
24	do.	Fine gold pen, \$3 50; 30th, 12 pieces fine sponge, \$6.	9 50	
April 8	do.	1 box extra letter envelopes.	2 50	
11	do.	4 bundle envelope paper, \$3 50; box pens, \$1 50.	4 00	
23	do.	2 packages ruled note paper.	2 50	
	do.	4 ream white letter, \$1 75; extra thick ivory folder.	3 00	
	do.	2 packets thick English note, at \$1 50; patent inkstand, \$1 25.	4 25	
24	do.	Table inkstand, \$1 75; 1 ream letter paper, \$3 50.	5 25	
29	do.	1 dozen silk taste, \$3; 30th, bottle ink, 30 cents.	3 30	
May 18	do.	Folder, 17 cents; penknife, \$1 50; 6 penholders, 25 cents.	1 92	
	do.	1 eraser, 25 cents; 12 pieces taste, \$3; 1 dozen pencils, 50 cents.	3 75	86 89
May 26	Taylor & Maury	1 box pens, \$1 50; June 2, box of pens, \$1 50.	3 00	
June 9	do.	5 reams letter paper, \$17 50; 2 reams cap, \$7.	24 50	
13	do.	2 boxes wax, \$3; 23d, 1 pound wax, \$1.	3 00	
18	do.	1 box spear-pointed pens.	1 50	
1868. Feb. 19	do.	10 Congressional Directories.	3 75	
May 1	do.	4 Blue Books.	14 00	
18	do.	10 Congressional Directories, (new edition).	3 75	
	do.	Webster's University Dictionary.	1 75	55 25

May 30	Editor Baltimore Sun.....	Subscription to Daily Sun to June 1, 1858.....	1 68
July 1857.	George Johnson.....	Washing 7 dozen towels, at 75 cents per dozen.....	5 25
Oct. 3	do.....	do.....	5 25
1858.	do.....	Labor for quarter ending March 31.....	50 00
March 10	do.....	Labor for quarter ending June 30.....	50 00
1857.	Editor Union.....	Subscription to Daily Union to July 1, 1857.....	2 63
July 1	S. W. K. Handy.....	5 pounds candles, \$2 50; small broom, 13 cents.....	2 50
Feb. 17	do.....	5 pounds candles.....	2 81
April 8	do.....	1 bucket, 31½ cents; 5 pounds candles, \$2 50.....	2 50
May 12	do.....	5 pounds candles, at 50 cents.....	2 50
Oct. 1	do.....	do.....	2 50
1858.	do.....	1 gross matches.....	1 50
March 11	do.....	Materials and shelving for books, &c.....	19 00
1857.	do.....	1 upright and planing both sides.....	50
Sept. 23	Samuel Wise.....	Certificate of acknowledgment of deed, &c.....	1 00
June 24	do.....	do.....	1 00
April 4	N. Callan, notary.....	2 American Almanacs, and binding.....	2 50
June 6	do.....	do.....	2 50
Jan. 19	Franck Taylor.....	Printing, ruling, and binding 1 6-quire imperial docket for fines, penalties, and forfeitures, full bound, Russia trimmed, at \$5 25 per quire.....	31 50
1858.	do.....	Printing, ruling, and binding for miscellaneous suits, full Russia trimmed, at \$4 50 per quire.....	27 00
Jan. 15	do.....	Printing and ruling 2,880 reports, miscellaneous reports, at 25 cents per 100.....	7 20
1857.	do.....	Printing 2,750 reports, fines, &c.....	6 87
July 8	W. A. Harris.....	Arranging and binding 6 volumes marshals', clerks', and collectors' reports, half sheep, at \$5 per volume.....	30 00
Sept. 24	do.....		
1858.	do.....		
March 4	do.....		

## STATEMENT—Continued.

Date.	To whom paid.	For what object.	Amount.	Total.
1857.				
April 22	L. H. & G. C. Schneider	1 new plated faucet for water cooler.....	\$1 75	\$4 00
		1 brass nut and screw, plated.....	2 25	
May 25	Joseph Gawler	Repairing and covering office chair with hair-cloth.....	6 00	\$ 50
August 17	Estate of R. Farnham	2 reams white machine letter paper.....	3 00	
		1 ream laid note paper.....	1 25	
		1 pound super sealing wax.....	6 00	
		2 gross steel pens, at \$3.....	12	
		4 dozen penholders.....	10	
		1 piece India rubber.....	45	
25	do	150 white letter envelopes.....	1 35	
		1 four-blade penknife.....	2 50	
		1 pound fine sponge.....	2 50	
Sept. 26	do	2 pounds red sealing wax, at \$1 25.....	3 00	
30	do	1 ream Bath letter paper.....	6 00	
		2 reams note paper, at \$3.....	1 50	
		500 letter envelopes.....	13 00	
Oct. 19	do	4 reams white letter paper, at \$3.....	7 00	
		2 reams blue letter paper, at \$3 50.....	1 00	
		4 dozen steel pens, at 25 cents.....	35	
		1 dozen barrel pens.....	6 00	
		2 gross steel pens, at \$3.....	50	
27	do	1 ream waste paper.....	3 00	
Nov. 3	do	1 gross steel pens.....	2 00	
		1 ream buff envelopes.....	60	
		2 dozen lead pencils.....	2 08	
7	do	1 pair paper shears, 8 cents; 3 pounds gum arabic, \$2.....	50	
11	do	2 dozen barrel pens.....	3 00	
24	do	1 penknife, extra fine.....	1 00	
		1 superior inkstand.....	25	
		1 memorandum book.....		

30	do	1 portfolio	2 50
Dec. 24	do	1 penknife	1 25
1858.	do	4 dozen penknives	7 50
Jan. 4	do	1 ream wrapping paper	50
6	do	1 penknife, \$1 25; 1 ream wrapping paper, 50 cents	1 75
23	do	1 gross steel pens	3 00
25	do	6 penholders, 12 cents; 3 erasers, 50 cents	62
	do	1 gross pens, \$3; 1 ream foolscap, \$3	6 00
	do	1 ream blue foolscap	3 50
Feb. 4	do	250 letter envelopes, at 30 cents	75
March 19	do	16 dozen red tape, at 25 cents	4 00
	do	2 dozen silk tacks	2 00
April 3	do	1 ream wrapping paper	80
	do	2 reams white cap, at \$3	6 00
	do	2 reams blue cap, at \$3 50	7 00
	do	2 reams white letter, at \$3	6 00
6	do	2 reams blue letter, at \$3 50	7 00
13	do	2 reams white letter, at \$3	6 00
	do	1 gold pen and case	3 00
	do	1 blank book	20
22	do	2 lead pencils	13
	do	1 gold pen	83
	do	3 dozen steel pens	75
	do	2 ivory folders	17
26	do	2 gross steel pens, at \$3	6 00
	do	6 quarts black ink	60
May 26	do	2 pounds sealing wax	2 50
June 5	do	1 penknife	1 25
26	do	1 gold pen and case	1 50
	do	1 bottle black ink	10
1857.			60 08
Oct. 29	Charles Coltman	Making carpet for room No. 8	5 00
		Putting down carpets and removing furniture, \$4; tacks, 38 cents	4 38
1858.			9 38
June 29	Charles F. A. Coltman	Taking up and cleaning 4 carpets	4 00
		Putting up shelving, moving books, &c	2 00

## STATEMENT—Continued.

Date.	Of whom purchased.	Articles purchased.	Cost.	Total amount.
1858.				
June 29	Charles F. A. Coltman—Continued	Making and putting down straw matting.....	\$2 00	
		Tacks, &c.....	50	\$8 50
1857.				
October 8	Clagget & Dodson	33½ yards 3-ply carpeting, at \$1 12½ .....	37 41	
		Thread and binding.....	75	\$8 16
1858.				
June 16	Clagget & Dodson	15½ yards matting, at 37½ cents.....	5 81	
		Binding, &c.....	50	6 31
1857.				
Sept. 18	Telegraph Company.....	Message to Solicitor from New York, 18 words .....	80	
1858.				
Feb. 23	do.....	Message to Solicitor from district attorney, Florida, 42 words.....	5 75	
May 28	do.....	Message from Solicitor to collector at New Orleans.....	6 38	
June 17	do.....	Message from Solicitor to George S. Patterson, Sandusky.....	3 82	16 75
1857.				
May 2	T. N. Kidwell .....	½ peck ice per day to December 1 .....	-----	
Dec. 15	George Johnson .....	Cash paid for bottoming arm chair .....	1 50	13 31
1858.				
Jan. 1	do.....	Washing office towels, 7 dozen, at 75 cents.....	5 25	6 75
1857.				
Dec. 8	McGregor & Co.....	1 office table .....	-----	2 50
1858.				
Jan. 8	American Law Register.....	From November, 1856, to November, 1858.....	-----	8 00
Jan. 8	C. Schneider .....	Repairing lock and making key .....	-----	75
Jan. 9	James Thornton .....	Repairing table.....	-----	2 00
Jan. 6	Joseph Shillington.....	½ ream letter paper, at \$2 26.....	1 13	

Jan. 6	Joseph Shillington.....	4 ream letter paper, at \$3 50.....	1 75	5 75
		2 gross steel pens, at 75 cents.....	1 50	
		1 dozen common penholders.....	18	
		400 note envelopes, white.....	1 20	
		200 brown letter envelopes.....	40	
		4 packs visiting cards.....	1 00	
		2 bottles mucilage, at 25 cents.....	50	
		200 white letter envelopes.....	60	
Jan. 28	Andrew Boyd.....	Two copies Directory.....	---	2 50
Feb. 1	L. F. Clark.....	Furnishing merino and plaiting same on 40 book-case doors, at 87½ cents each.....	35 00	4 00
		½ yard cloth, at \$4 per yard.....	2 50	
		Covering desk.....	1 00	
March 31	Charles Root.....	1 fine engraving of the President.....	---	38 50
March 28	F. B. Streeter.....	Cash paid for acknowledgment of two deeds.....	---	3 00
March 4	Thomas B. Tilden.....	Mitchell's General Atlas.....	---	1 00
March 17	Adams' Express Company.....	Freight on one packet from Hartford, Connecticut.....	---	13 00
April 1	William Chambers.....	Making one book-case.....	4 50	1 00
		Repairing 1 chair.....	50	
		One stool.....	1 00	
April 14	C. Wendell.....	Ruling 1,840 blank reports, at 25 cents per 100.....	4 60	6 00
		Ruling, faint and red, 1,500 blank reports, at 50 cents per 100.....	7 50	
July 14	Edward Ambush.....	Whitewashing office rooms.....	---	12 10
March 31	J. L. Savage.....	One ice pitcher.....	---	1 50
		Total.....	---	5 50
			---	930 37

## CONTINGENT EXPENSES OF

No. 13.

TREASURY DEPARTMENT, OFFICE LIGHT-HOUSE BOARD,

January 11, 1859.

SIR : I have the honor to transmit herewith a detailed statement of the manner in which the contingent fund of this office has been expended during the year ending June 30, 1858.

Very respectfully.

R. SEMMES, *Secretary*.

HON. HOWELL COBB, *Secretary of the Treasury*.

*General statement of the condition of the funds appropriated for the contingent expenses of the Light-house Board, prepared in obedience to the provisions of the 20th section of the act of Congress of August 26, 1842.*

State of the appropriation.	Amount.	Total.
The appropriation for the year ending June 30, 1858, was—		
For blank books, binding and stationery.....	\$750 00	
For miscellaneous expenses and postage.....		
The balance in the hands of the disbursing clerk June 30, 1857, was.....	36 82	
		\$786 02
The expenditure from July 1, 1857, to June 30, 1858, was.....		794 84
Leaving a balance due to the disbursing clerk June 30, 1858.....		8 82

*Analytical statement of the contingent expenses of the Light-house Board.*

To whom paid.	For what object.	Amount.	Total.
Estate of R. Farnham.....	3 reams letter paper, at \$3.....	\$9 00	
	5 reams letter paper.....	15 00	
	3 reams white machine letter paper, at \$3.....	9 00	
	6 reams machine letter paper.....	18 00	
	5 reams white letter paper.....	15 00	
	3 reams note paper, at \$3.....	9 00	
	4 ream note paper, at \$3.....	2 25	
	1 ream white foolscap paper.....	3 00	
	4 ream note paper.....	75	
	1 quire letter paper.....	25	
	4 ream wrapping paper, at \$3.....	2 25	
	1 ream foolscap paper.....	3 00	
	1 ream foolscap paper.....	3 00	
	5 quires extra large manilla paper.....	2 50	
	1 ream red blotting paper.....	50	
	12 sheets patent blotting paper.....	75	
	2,000 official envelopes.....	7 00	
	1,000 extra large envelopes.....	8 00	
	1,000 white letter envelopes.....	3 00	
	1,000 white letter envelopes.....	3 00	
	500 letter envel pos.....	1 50	
	500 letter envelopes.....	1 50	
	2,500 buff official envelopes.....	8 75	
	3,000 buff official envelopes, at \$3 50.....	10 50	
	1 ream buff envelope paper.....	2 00	
	1 tin envelope box.....	1 25	
	1 tin envelope box.....	1 25	
	1 pass book.....	12	
	3 pounds sealing wax, at \$1 25.....	3 75	
	2 pounds sealing wax, at \$1 25.....	2 50	
	12 dozen red tape, at 25 cents.....	3 00	
	10 dozen red tape, at 25 cents.....	2 50	



## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Estate of R. Farnham—Continued. ....	100 quills, No. 80 .....	\$0 10	
	1 4-blade penknife .....	1 25	
	1 4-blade penknife .....	1 25	
	1 gold pen .....	83	
	1 gold pen .....	1 50	
	1 gold pen .....	1 50	
	1 dozen barrel pens .....	26	
	2 gross steel pens, at \$3. ....	6 00	
	1 gross steel pens .....	3 00	
	1 gross Perry's pens, No. 37. ....	3 00	
	1 bottle mucilage and brush .....	63	
	3 bottles mucilage and brush, at 62½ cents .....	1 88	
	2 red and blue pencils .....	17	
	1 dozen Faber's pencils .....	50	
	1 dozen lead pencils .....	30	
	1 pound cotton twine .....	40	
	2 dozen silk braid .....	2 50	
	1 box eyelets .....	30	
	4 quarts black sand .....	8	
	3 pump inkstands, at \$1 25 .....	3 75	
	6 copying books, 700 pages, butt bound, at \$3 50 .....	21 00	
	6 copying books, 700 pages, butt bound, at \$3 50 .....	21 00	
	1 quart copying ink .....	50	
	1 quart copying ink .....	50	
	1 quart copying ink .....	50	
	1 bottle copying ink .....	50	
	2 quarts black ink .....	20	
	1 quart black ink .....	10	
	1 bottle black ink .....	10	
	2 bottles mucilage and brush, at 62½ cents .....	1 26	
	5 quarts black sand .....	10	
	1 gold pen .....	83	

4 balls thick twine.....	40	
4 dozen erasers.....	1 00	\$230 04
6 reams letter paper.....	21 00	
4 reams letter paper.....	14 00	
1 ream cap, at \$3 50.....	3 50	
5 quires thick flat paper.....	2 50	
5 quires thick flat paper.....	2 50	
8 packets double thick English note.....	10 00	
1 ream large brown wrapping.....	10 50	
6 large full bound copying books.....	20 00	
2 Congressional Directories.....	75	
2 Congressional Directories, new edition.....	75	
2 quart bottles ink.....	60	
2 bottles ink.....	60	
1 large bottle copying ink.....	80	
2 bottles copying ink.....	80	
2 bottles carmine ink, glass stopper.....	1 00	
6 balls thread.....	1 50	
2,500 official envelopes.....	16 25	
2,000 official envelopes.....	13 00	
1 box fine envelopes.....	1 75	
1 dozen penholders.....	50	
2 dozen drawing pencils.....	1 00	
3 folders.....	58	
2 boxes pens.....	3 00	
1 box pens.....	1 50	128 36
Dunlop's Digest of the Laws of the United States.....	7 50	
Annales des Ponts et Chaussees.....	9 00	
Binding 1 volume L. H. Board Report and Estimates.....	75	
Binding 1 volume Public Work of the United States.....	75	
Binding 1 volume large plates for the same.....	1 50	
Binding 1 volume large plates for Washington Aqueduct.....	1 50	
Lettering 5 volumes French Architecture, at 25 cents per volume.....	1 25	
Lettering 3 Pacific Railroad Reports, and 1 volume Japan, at 12½ cents.....	50	
Lettering 11 titles on Commercial Relations, &c, at 12½ cents.....	1 38	
Lettering 29 titles on octavos.....	3 62	16 50
Franck Taylor.....		
William A. Harris.....		
Taylor & Maury.....		

## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
William A. Harris—Continued.	Lettering set of tags for octavos.....	\$2 00	
	Lettering 1 title on Senate Debates.....	25	
	Lettering 3 titles on Denham's Navigation and Agriculture.....	75	
	Lettering titles on 4 volumes octavo.....	50	
	Printing, ruling, and binding 6 quires medium Register of Letters Recorded, volume 5, 1858, Russia ends and bands, at \$2 50 per quire.	15 00	
C. Wendell	Binding 2 volumes List of Light-houses.....	1 00	\$29 75
	Lettering 1 volume Pacific Railroad Reports.....	13	
	Lettering 1 volume Pacific Railroad Reports.....	12	
H. P. Lewis.	Lettering 12 volumes L. H. Board.....	1 50	1 25
	Binding 1 volume Documents.....	62½	
Andrew Boyd	1 General Directory.....		2 12½
Union Office.	Subscription to Daily Union, 1 year from November 30, 1856, to November 30, 1857.		2 00
Gales & Seaton.	Subscription to National Intelligencer, from December 1, 1856, to December, 1857.		10 00
Franklin Institute.	Subscription to Magazine, from January 1, 1858, to December 31, 1858.		10 00
Journal of Commerce.	Subscription to Journal of Commerce, from March 10, 1857, to June 30, 1858.		5 00
Beals Green & Co.	Subscription to Boston Post, from March 11, 1857, to March 11, 1858.		13 00
Richmond Enquirer.	Subscription from January 1, 1857, to January 1, 1858.		8 00
J. B. W. Mankin.	1 basket for office.....	1 25	7 00
	Omnibus tickets.....	25	
	Omnibus tickets.....	12	
	Omnibus tickets.....	12	
	Omnibus tickets to navy yard.....	25	
	Omnibus tickets to navy yard.....	25	
	Omnibus tickets to navy yard.....	25	
	Omnibus tickets to Capitol, Coast Survey, and Express Office.....	1 25	
	Omnibus tickets to Coast Survey.....	12	

Omnibus tickets to Telegraph Office.....	12	
Omnibus tickets to Telegraph Office.....	12	
Omnibus tickets to Express Office.....	12	
Omnibus tickets to Georgetown.....	12	
Omnibus tickets to Capitol.....	12½	
Portage on boxes.....	50	
Portage on box.....	37½	
Portage to Alexandria.....	50	
Portage on books to Capitol.....	50	
Portage on boxes to railroad.....	50	
Portage on boxes to railroad.....	50	
Portage on books for office.....	25	
Hat hooks for office.....	50	
Brush and matches.....	75	
Soap for office.....	50	
Washing towels during quarter.....	3 90	12 34
Washing towels, 3 months, at \$1.....	3 00	
Washing towels, quarter ending December 31.....	3 00	
Washing towels from December 31, 1857, to March 31, 1858.....	3 00	
Omnibus to Telegraph Office and back.....	12	
Omnibus tickets.....	31	
Portage on books.....	50	
Soap for office.....	50	10 43
37 yards 3-ply carpeting, at \$1 25.....	46 25	
37 yards matting, at 37½ cents.....	13 97	
2 2-9 yards oil cloth, at \$1 25.....	2 78	
Cash paid for making 37 yards carpeting, at 8 cents.....	2 96	
Cash paid for sewing 37 yards matting, at 6½ cents.....	2 31	
Cash for thread.....	50	
Cash for thread.....	50	
Cash for laying carpet.....	1 50	
Cash for putting down matting.....	1 50	72 27
7 yards blue cloth for table covers, at \$3.....	21 00	
5 yards blue cloth for office tables, at \$3.....	15 00	
Making up 6 yards blue cloth for table covers.....	1 50	37 50
W. H. Walker.....		
Claggett, Dodson & Co.....		
Claggett, Newton, May & Co.....		

## STATEMENT--Continued.

To whom paid.	For what object.	Amount.	Total.
Edward Scott.	Taking up, shaking, and putting away six carpets.....	\$5 00	\$5 25
	Tobacco for ditto.....	25	4 00
Charles Lemmon.	Putting down four carpets, at \$1.....	1 62	
Thomas Curtis.	Moving furniture.....	2 00	
	Shaking and putting down carpets.....	32	
	Moving four boxes.....	1 50	
	Whitewashing.....		
George Knott.	Ice for office for year ending December 31, 1867.....		5 44
J. F. Berkley.	Drying cloth for office tables, &c.....		15 00
O. M. Helmes.	Two packages brown Windsor soap, at 31 cents.....	62	2 25
	Half pound gum arabic, at 75 cents.....	38	
Parker & Spaulding.	Painting book cases L. H. B. office.....		1 00
James Kelley.	One large slop bucket.....		30 00
J. A. Rheem.	Easing doors to cases.....	1 00	1 75
	Making three boxes, at \$4 50.....	13 50	
	Making three door boards.....	1 50	
	Making divisions to cases.....	75	
			16 75
John W. Lewis.	Taking down and moving cases.....	2 00	
	Making stand for account case and fitting doors.....	4 00	
	Making case with pigeon holes for files.....	20 00	
J. B. Moore.	One piece of sponge for office.....		26 00
John M. Riggs.	Painting three signs, at \$1.....	3 00	1 25
	Washboard in two rooms.....	1 00	
	Stand in two rooms.....	1 25	5 25

Postage, &c., for quarter ending September 30, 1857.....	18 84
Postage, &c., for quarter ending December 31, 1857.....	30 97
Postage, &c., for quarter ending March 31, 1858.....	20 15
Postage, &c., for quarter ending June 30, 1858.....	20 38
	<hr/>
	85 34

## RECAPITULATION.

Stationery, &c., &c.....	\$410 02½
Miscellaneous.....	299 48
Postage.....	85 35
	<hr/>
	794 84½
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## STATEMENT—Continued.

To whom paid.	For what object.	Amount.	Total.
Edward Scott.	Taking up, shaking, and putting away six carpets.	\$5 00	\$5 25
	Tobacco for ditto	25	4 00
Charles Lemmon.	Putting down four carpets, at \$1.	-----	-----
Thomas Curtis.	Moving furniture.	1 63	-----
	Shaking and putting down carpets.	2 00	-----
	Moving four boxes.	32	-----
	Whitewashing.	1 50	-----
George Knott.	Ice for office for year ending December 31, 1857.	-----	5 44
J. F. Berkley.	Dying cloth for office tables, &c.	-----	15 00
C. M. Helnes.	Two packages brown Windsor soap, at 31 cents.	62	2 25
	Half pound gum arabic, at 75 cents.	38	-----
Parker & Spaulding.	Painting book cases L. H. B. office.	-----	1 00
James Kelley.	One large slop bucket.	-----	30 00
J. A. Rheem.	Reasing doors to cases.	1 00	1 75
	Making three boxes, at \$4 50.	13 50	-----
	Making three door boards.	1 50	-----
	Making divisions to cases.	75	-----
John W. Lewis.	Taking down and moving cases.	2 00	16 75
	Making stand for account case and fitting doors.	4 00	-----
	Making case with pigeon holes for files.	20 00	-----
J. B. Moore.	One piece of sponge for office.	-----	26 00
John M. Riggs.	Painting three signs, at \$1.	3 00	1 25
	Washboard in two rooms.	1 00	-----
	Stand in two rooms.	1 25	5 25

Washington City, .. Office .....	13 84
Postage, &c., for quarter ending September 30, 1857 .....	30 97
Postage, &c., for quarter ending December 31, 1857 .....	20 15
Postage, &c., for quarter ending March 31, 1858 .....	20 38
Postage, &c., for quarter ending June 30, 1858 .....	
	<hr/>
	85 84

## RECAPITULATION.

Stationery, &c., &c. ....	\$410 02½
Miscellaneous .....	299 48
Postage .....	85 35
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	794 84½
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PURERS IN THE NAVY NOT ACTIVELY EMPLOYED, &c.

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LETTER

FROM

THE SECRETARY OF THE NAVY,

IN ANSWER TO

*A resolution of the House calling for the number and names of pursers in the navy not actively employed, &c.*

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JANUARY 13, 1859.—Laid upon the table and ordered to be printed.

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NAVY DEPARTMENT, *January 12, 1859.*

SIR: The resolution of the House of Representatives dated December 23, 1858, which directs "that the Secretary of the Navy be instructed to inform this House how many pursers of the navy, and their names, there be who are not actively employed, and how long each one of said pursers has been out of active employment or has not been to sea, the amount of the salary of each of said pursers, and the reasons of his not being actively employed in sea duty." has been received, and I have the honor to transmit herewith the accompanying statement in reply to the resolution.

I am, respectfully your obedient servant,

ISAAC TOUCEY.

HON. JAMES L. ORR,

*Speaker of the House of Representatives.*

*Number and names of pursers in the navy who are not actively employed, and the length of time each one has been out of active employment, or has not been to sea; the amount of their salaries, and the reasons for "not being actively employed in sea duty."*

No.	Names.	How long since at sea.	How long out of active employment.	Salaries.	Reasons for not being actively employed in sea duty.
1	F. A. Thornton.....	Nineteen years.....	Fourteen years and three months.....	\$1,800	In health and old age.
2	Joseph Wilson.....	Nine years and six months.....	Three months.....	1,800	Relieved from shore duty three months since. Unfit for sea duty on account of old age.
3	John De Bree.....	One year and ten months.....	Ten months.....	1,800	Last cruise in a sloop. The vessels of the class suitable to his rank and services, viz., frigates, which have been put in commission since his return from sea, have been assigned to pursers who had stronger claims to be ordered to them.
4	Garrett R. Barry.....	Three years and nine months.....	Three years and seven months.....	1,800	Last cruise in a frigate. Since its expiration other pursers, who had never served in a vessel of that class, have been ordered.
5	Henry Eiting.....	Eleven months.....	Nine months.....	1,800	Returned from a cruise in a sloop within a year. Entitled to shore duty.
6	John A. Bates.....	Three years and eight months.....	Two months.....	1,800	Relieved from shore duty two months since. No suitable vessel to his rank, to which he could be ordered, has been since fitted out.
7	A. E. Watson.....	Six years.....	One year.....	1,800	Relieved from shore duty one year ago. There has been no frigate fitted out since, to which class he is next entitled, having made his last cruise in a sloop.
8	Samuel Forrest ..	Eight months.....	Four years.....	1,800	Sick; sent home from a foreign station invalided.
9	William Spelden.....	Three years and eight months.....	.....	1,800	Relieved from shore duty at Norfolk, on the 1st instant.
10	L. D. Slamm.....	Three years and eight months.....	Three months.....	1,400	Relieved from shore duty at Boston yard, October 1, 1853. Waiting for sea service.
11	James Fulton.....	.....	.....	1,000	Just appointed. No order has yet been given to him.

NAVY DEPARTMENT, January 12, 1859.

G. H. GOUNDIE, UNITED STATES CONSUL AT ZURICH.

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LETTER

FROM THE

SECRETARY OF STATE,

COMMUNICATING



*Information relative to application of the United States Consul at Zurich,  
for increased compensation, &c.*

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JANUARY 15, 1859.—Laid upon the table and ordered to be printed.

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DEPARTMENT OF STATE,  
Washington, January 12, 1859.

SIR : I have the honor to acknowledge the receipt of your communication of the 10th instant, transmitting for the examination of the department a letter dated the 10th instant, addressed to you by Hon. W. H. Dimmick, of the House of Representatives, enclosing the memorial of Mr. G. H. Goundie, United States consul at Zurich, praying "to be allowed in the deficiency bill \$800 annually, from the 1st of January, 1857, to the 1st of July, 1859, \* \* \* and in the new consular appropriation bill, also \$800 annually over and above the fees, beginning on the 1st of July, 1859."

In reply to your request for any information upon the subject which may be furnished from the files of the department, I have the honor to state that it does not appear to have been the object of the framers of the acts of March 1, 1855 and August 18, 1856, regulating the diplomatic and consular systems of the United States, to place all the United States consulates on a footing of perfect equality, or even the several consulates in any one country, but simply to attach to each consulate such compensation as the duties belonging to it, or its relative importance justly required. For instance, there are in England five salaried consuls at the principal ports or places of commercial and manufacturing business, who receive salaries and are not permitted to engage in business, four who are allowed to trade and who receive for their compensation the consular fees; and eight consular agents, subordinate to the principal consular officers, by whom they are respectively appointed, at the less important ports

and places, but where the presence of a consular officer is occasionally required.

In Scotland there are two salaried consuls not permitted to trade; one consul who receives the fees and is allowed to trade, and two consular agents; in Ireland two salaried, three unsalaried, and four consular agents; in Russia five salaried consuls, one of whom only, at a salary of \$1000, is permitted to trade, and three unsalaried consuls; in France six salaried consuls not permitted to trade, with salaries varying from \$ 1,500 to \$5,000; three unsalaried consuls, and eighteen consular agents; in Spain two salaried consuls not permitted to trade at salaries of \$1,500 each, seven unsalaried consuls, and two consular agents; in Denmark one salaried consul not permitted to trade and two unsalaried consuls; in Sweden and Norway four unsalaried consuls; in Prussia one salaried consul not permitted to trade, one with a salary of \$1,000 and allowed to trade, and one consular agent; in Italy four unsalaried consuls; in Switzerland, the country in which Zurich is situated, there is one salaried consul, at Basle, in the northwestern part of the country, at which, until the establishment of the consulate at Zurich, invoices of most of the goods exported from Switzerland to the United States were verified, the business is now divided between Basle and Zurich; the invoices amounting in value, on an average, quarterly to \$300,000 at the first named place and at the latter to \$500,000; and one consulate in the southwestern part, established chiefly for the convenience of American travellers arriving in and departing from Switzerland. Each of these consuls is authorized, with the sanction of the President to appoint agents at places within their respective consular jurisdiction. In view of the small number of salaried consular offices, it was doubtless thought sufficient to establish two such offices in Switzerland. The salary of the consul at Basle is \$2,000, and at Geneva \$1,500. The fees of the consulate at Zurich were in 1853, \$3,639; in 1854, \$4,007; in 1855, \$2,040; in 1856, \$1,578; in 1857, \$1,628, and for the first six months of 1858, \$698; the consular returns for the last two quarters of the year have not been received.

The consul at Zurich is permitted to engage in business from which the consuls at Basle and Geneva are restricted.

With regard to the functions of consuls, and more especially at the consulate in Zurich, to which reference is made by Mr. Goundie, I have to state that consuls are considered by the department simply as commercial officers, and in no case are they invested with diplomatic powers except in States not Christian.

For the information of the committee in reference to our trade with Switzerland, to which you call the attention of the department, I beg leave to refer to the first volume of the Commercial Relations of the United States, pages 405-413, being Ex. Doc. No. 47, 1st session 34th Congress, House of Representatives, and to the annual report of the Secretary of State on Foreign Commerce for 1856, pages 147 and 148, being Ex. Doc. No. 60, 34th Congress, 1st session, House of Representatives.

I also transmit, herewith, extracts from several of Mr. Goundie's

despatches. From the information thus furnished, the committee will be able to determine whether it be expedient to increase the number of salaried consulates in Switzerland, or to recommend further legislation for the relief of the memorialist.

I am, sir, your obedient servant,

LEWIS CASS.

Hon. G. W. HOPKINS,

*Chairman of the Committee on Foreign Affairs, House of Reps.*

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WASHINGTON, January 10, 1859.

SIR: Enclosed find a statement from G. H. Goundie, of Bethlehem, Northampton county, Pennsylvania. His statements are perfectly reliable. I hope, if there is any consular bill reported from your committee, you add an amendment in committee correcting the inequality that exists. Mr. Goundie is a constituent of mine now in this country on leave.

Very respectfully,

W. H. DIMMICK.

Hon. GEO. W. HOPKINS.

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I, G. H. Goundie, of Bethlehem, Pennsylvania, was United States consul at Basle, in Switzerland, from 1845 to 1849; and during all that time the only United States representative in Switzerland, we having no other consul and no diplomatic agent.

I attended to all the consular as well as diplomatic duties during those four years, and never received any other compensation but the consular fees, which in no year amounted to over \$1,200; it being an inland country, (manufacturing,) and we having specified duties at that time, the consular certificate not being required on invoices, was the reason of the small amount of fees received.

For this sum (\$1,200) I attended to all the duties which a minister resident, secretary of legation, and three consuls now do, and at a cost to the government of nearly \$14,000.

In 1848, when the new system of custom duties was introduced in Switzerland, I attended in person their sessions, and, through my exertions, rendered great service to our country, in having the duties on all our staple articles, particularly on tobacco, cotton, rice, &c., put at the very lowest rate, to the great satisfaction of our government, of which, Mr. Buchanan was then Secretary of State.

In 1851, a new consulate was created at Zurich, (making the second in Switzerland,) and Mr. Kiderlin appointed consul, whilst Mr. Burchard was consul at Basle.

In 1852, the mission to Switzerland was created, and Mr. Fay appointed minister resident, which position he still holds.

In 1853, I was appointed consul at Zurich, and still hold it.

In 1854, another (third) consulate was created for Switzerland, viz,

at Geneva, and Mr. Bolten appointed consul; and at the same time a law passed making all salary officers, and placing all three consuls in Switzerland on an equal footing, viz, \$1,500 salary; and the fees received at each consulate to be returned to the treasury.

Up to this time the consulates at Basle and Zurich had an allowance of \$100 annually as office rent; but by this new act this was also taken off.

In 1856, a new consular bill was passed, giving Basle \$2,000 salary and \$200 office rent; Geneva, \$1,500 salary and \$150 office rent; but by some mistake or error Zurich was made a fee office. This went into operation the first of January, 1857. The fees received at the Basle consulate in 1857 were \$1,390, giving that office \$810 out of the treasury for that year, over and above the fees received. The receipts in the three first quarters of 1858 were about the same as in 1857.

The fees received at the Geneva consulate in 1857, were \$160!! giving that office \$1,490 out of the treasury over and above the fees received. In this office the three first quarters of 1858 were also about the same as in 1857.

Thus, you will see that the treasury pays the Basle consulate annually about \$800 over and above the fees received; and pays the Geneva consulate nearly \$1,500 over and above the fees received; whilst my consulate, an older and much more important one, is obliged, through an error or mistake in consular bill of 1856, to put up with the fees only.

I most respectfully appeal to you to place me on an equal footing with the other two Swiss consulates, and particularly with that of Basle, as it is fully and even more important than that one.

I would most respectfully ask to be allowed in the deficiency bill the \$800 annually, from first of January, 1857, to June 30, 1859; and in the new diplomatic and consular bill appropriation bill, also, \$800 annually over and above the fees received from first of July, 1859.

Both the President, as well as the State Department, acknowledge the great injustice done me through the consular bill of 1856.

Respectfully submitted by

G. H. GOUNDIE,

*United States Consul at Zurich, Switzerland.*

JANUARY 12, 1859.

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[Extracts.]

No. 2.]

CONSULATE OF THE UNITED STATES OF AMERICA,

*Zurich, January 25, 1858.*

SIR: Under date of the 27th ultimo, I received your despatch dated December 9, 1857, informing me "that, according to section 22 of the act of Congress of August 18, 1856, to consuls who are allowed to trade, no office rent can be allowed." This I consider quite a hard-

ship, as under the old law, up to July 1, 1855, when this was a "fee office," as at present, I was allowed \$100 per annum as office rent, a special appropriation having been made at each session of Congress to that effect, and the last during the session of 1854-'55, which was, however, annulled by the act granting salaries, and which went into operation July 1, 1855; and although I was only allowed \$1,500 salary by that act, I was further prevented from drawing the office rent that year, although specially allowed by the same Congress. Since my last despatch, I have received by post from the department, the 4th vol. of Commercial Relations. \* \* \*

In my last despatch I forwarded to you a statement of fees received at this office for the last three months, being the fourth quarter of 1857, and amounting to \$342 00, making the total receipt for the year \$1,628 00.

As regards the privilege of being allowed to trade, it is worth nothing at an inland consulate, and up to this time I have not derived one cent benefit by it. Although the business of this office has been larger than at Basle, yet that being a salary office of \$2,000, is nearly \$400 better than this, which I feel very much, as were this a salary office I believe I would be entitled to office rent; but unfortunately this allowance is also cut off. During the years 1854, '55 and '56, at great trouble and expense, I obtained valuable commercial statistics which I forwarded in despatches Nos. 10, 11 and 12, to the department, and which were acknowledged by the department under date of February 19, April 10, and May 4, expressing their fullest satisfaction. \* \* \* I believe an act of Congress makes an appropriation for compensation for such work.

During my absence Mr. Hilgard, an American citizen residing at this place, acted as agent for me, of which the department had information. I paid him for his services \$209 35, his receipt for the same being enclosed. As the receipts of this office were not in accordance with the labor done, and my expenses exceeding them to a considerable amount, I have taken the liberty of presenting the bill, believing that I am fully entitled to it, and that the department will see the justice of the claim and allow it. \* \* \*

I am, sir, very respectfully, your obedient humble servant,

G. H. GOUNDIE,

*Consul.*

Hon. LEWIS CASS,

*Secretary of State.*

[Extracts.]

No. 13.]

CONSULATE UNITED STATES OF AMERICA,  
*Zurich in Switzerland, March 12, 1855.*

SIR: \* \* \*

My house rent amounts to nearly half that sum (\$1,500) alone, Switzerland, and particularly Zurich, is one of the most expensive places on



the continent; the immense influx of wealthy English families during the summer season, is the cause of it. At present I have my family with me, but will be obliged to send them back to Pennsylvania, where they can live on less than one-half (including house rent) what it costs here, and I shall remain here alone during the rest of my service."

I have the honor to be, very respectfully, your ob't humble serv't,  
G. H. GOUNDIE, *Consul.*

Hon. W. L. MARCY, *Secretary of State.*

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[Extracts.]

No. 14.]

CONSULATE UNITED STATES OF AMERICA,  
*Zurich, May 8, 1855.*

SIR: \* \* \* \* \*

"In 1854, goods amounting to twenty-six millions of francs were legalized at this consulate, and but eight millions at Basle, although Geneva is included, as it belonged to that consular district. Now Geneva has its separate consul, and the business of the Basle consulate will therefore be reduced nearly one-half, so that, although the exportation from the country to the United States, will be but about one-half what it was in 1854, yet this consulate will do six or eight times as much business, and the consul the same proportion of labor, as those of Basle and Geneva. \* \* \* I trust you will take these matters into consideration, and if in your power, I am convinced that I may expect a favorable result."

\* \* \* \* \*

I am very respectfully, your obedient humble servant,  
G. H. GOUNDIE, *Consul.*

Hon. W. L. MARCY, *Secretary of State.*

















